



Volunteering

People Policy and Procedure

**Last Reviewed: April 2024
Version :2.0**

Policy Outline

Policy Statement

This document sets out Together for Children Sunderland's Volunteering Policy and Procedure and includes procedures that managers and employees should follow in respect of supporting volunteer opportunities across the Company.

Who does the Policy apply to?

This policy will apply equally to all employees and volunteers of the Company excluding schools who will need to take into consideration their own procedures in this respect.

Reviewing the Policy

TfC People Advice will keep the operation of this policy under review and will make such changes to the policy as deemed appropriate following consultation with the trade unions, where applicable.

Contacts for help and assistance

Please contact your allocated Business Partner with the Together for Children People Advice Team for help and assistance in applying the content of this procedure. Alternatively email the People Advice Team.

Email: Peopleadvice@togetherforchildren.org.uk

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Appendices & Forms

Appendix 1 – Volunteering Application Form

Appendix 2 – Confidentiality Agreement

Appendix 3 – Volunteering Agreement

1 What is a Volunteer?

- 1.1 A Volunteer is a person who gives freely of their time, skills and experience without expectation of financial reward. Volunteering can take many forms. Some tasks require particular skills whereas others require none. Volunteering may be for a limited time to complete a particular project or may be on an ongoing basis.
- 1.2 Together for Children recognises the immense benefits that volunteers can bring to the Company. Supporting volunteers can help raise the Company profile and builds relationships between the Company and the local community. In return, the Company hopes to give its volunteers an opportunity to exercise their skills in a different environment and to undertake new experiences. This also includes the company's Return to Social Work Programme.
- 1.3 We cannot achieve our Company's vision and purpose without the input and active contribution of our workforce, including the contribution of volunteers.
- 1.4 The Company tries to offer a range of volunteering opportunities in accordance with its equal opportunities and diversity policies, to ensure that the opportunity to volunteer is widely available.

2 Status of Volunteers

- 2.1 A volunteer is not an employee and will not have a contract of employment with the Company. If a particular role is to be carried out by a volunteer, there will be an expectation that the requirements of the role will be met by the volunteer and that the Company will provide the work. However, the Company is not bound to provide the work. Where possible the Company and the volunteer should give as much notice as possible if either side is unable to meet these expectations.
- 2.2 Although a volunteer is not an employee, managers and employees are expected to treat all volunteers with dignity and respect in line with equality and diversity policies.
- 2.3 Volunteers will not be used as substitutes for employees.
- 2.4 The Company will provide any training and development that a volunteer requires to carry out their role.
- 2.5 Although a volunteer does not have a contract of employment it is expected that they will follow all Company policy and procedure as any employee. Failure to adhere to policy and procedure could result in immediate termination of the volunteer agreement.

3 Volunteering Roles

- 3.1 Volunteer roles are identified by Managers, who will draw up a volunteer job description and person specification. This will set out the requirements of the role and the skills or experience needed, as well as any training that is required before the volunteering work is undertaken. Volunteer roles should be for a specific length of time or to work on a specific project and should not be used in lieu of employment.

4 Recruitment of Volunteers

- 4.1 Volunteer roles will go through the same process as the recruitment of an employee. Managers will identify a volunteer role, complete a request to fill form and submit the form to People Support (email : peoplesupport@togetherforchildren.org.uk) along with a job description, person specification and advert text. It should be clear that the position being advertised is for a Volunteer. Candidates will be asked to submit an application form via the North East Jobs Portal. Any suitable candidates will be required to undergo the same safer recruitment clearances as employees.

5. DBS Checks for Volunteers

- 5.1 Where volunteers are working with children and vulnerable adults it is important that the same stringent checks are applied as for paid staff, contractors and agency workers.
- 5.2 Where it is not appropriate to obtain a DBS Disclosure for example where volunteers may be helping on a 'one-off' basis for example on a school outing or with a fundraising event such as a fete, measures must be put in place to ensure that those volunteers are not left in a position where they are left alone or unsupervised with children or vulnerable adults.
- 5.3 There is no charge for standard or enhanced DBS checks for volunteers, however the checks are processed in the same way as for a paid position.

6. Volunteering Agreement

- 6.1 A volunteer will not have a contract of employment. The Company will ensure there is a written agreement in place that clearly states that the volunteer is not bound to work and that the Company is not bound to provide work. A copy of the current volunteering agreement can be found in Appendix 3.

7. Health and Safety

- 7.1 Together for Children has a legal duty of care for the health and safety and welfare of its employees, including volunteers. In addition, all volunteers must take reasonable steps to protect their own health and safety and that of other people who may be affected by their actions or omissions at work. Volunteers have a duty to help prevent accidents and injuries at work by being aware of the policies that apply and complying with them at all times. Volunteers should be told where they can find all policies relating to Health and Safety as part of their induction and directed to the relevant health and safety risk assessments for premises and task-based activities.

8. Recompense

- 8.1 Volunteers are unpaid. The provision of payment, benefits or training unrelated to the volunteer's work can indicate employment and as such will trigger the requirement to pay the national minimum wage under the National Minimum Wage Act 1998. However, volunteers may be reimbursed for travel expenses if they are expected to attend training/meetings as part of their role.

9 Policies and Procedures

- 9.1 Volunteers are expected to comply with all the Company's policies and procedures while they are on its premises or undertaking any of their volunteering duties. All relevant policies and procedures are accessible via Line Managers.

10 Insurance

- 10.1 The Company will ensure that volunteers are covered for insurance purposes in respect of personal injury. The Company will also ensure that volunteers are provided with professional and public liability insurance. The insurance will cover Volunteers if they are undertaking work authorised by the Company and under our instruction.

11 Confidentiality and Data Protection

- 11.1 Where processing personal information of employees and/or service users, volunteers are acting as data processors on behalf of Together for Children Sunderland as the data controller. In line with the requirements of the UK GDPR, the Company will only engage volunteers on the basis that:

- Appropriate checks, references and disclosures have been carried out to ensure volunteers can provide guarantees that personal data will be handled securely.
- Technical (ICT equipment) and Organisational (Training and Guidance) measures are in place to ensure personal data is handled securely by volunteers.
- Any new processing arrangements are considered by undertaking a Data Protection Impact Assessment (DPIA) before processing commences.
- There will be a written agreement between the Company and each volunteer setting out their responsibilities to:
 - Only process personal data under the direct instruction of the Company, and not process the data without such instruction.
 - Maintain confidentiality, integrity and availability of personal data at all times.
 - Ensure they process data securely at all times, and report and loss or unauthorised disclosure of data to the Company within 24 hours.

11.2 A Written Agreement is attached as Appendix 2.

12 Allegations against adults who work and volunteer with children.

12.1 Any allegations made against volunteers who work with children need to be investigated by the Designated Officer. They will be recorded appropriately, monitored and progressed in a timely and confidential way. This is to ensure children are protected from those at risk of harming or who have harmed them.

13 Supervision

13.1 A manager will be appointed to support and manage the volunteer. There is not the requirement to meet with volunteers as set out in the Thrive policy as they are not employee and volunteers should only be recruited as a short-term arrangement. The manager will review the arrangements and meet with the volunteer on a regular basis to ensure the terms of the volunteer agreement are being upheld. If the volunteer has any queries or would like to change their role this should be discussed with the manager. Meetings with volunteers should be recorded and any issues/concerns addressed.

14 Data Protection

14.1 The Company processes personal data collected during the recruitment process in accordance with its data protection policy. Data collected as part of the application process is held securely and accessed by, and disclosed to, individuals only for the purposes of managing the volunteering relationship. Inappropriate access or disclosure of personal data constitutes a data breach

and should be reported in accordance with the Company's data protection policy immediately.

15 Dealing with Issues

- 15.1 Managers should try to solve any issues informally where possible. If this is not possible the formal complaints procedure should be followed.
- 15.2 If the volunteer wishes to make a formal complaint, they should put the complaint in writing to their manager. If it is not possible to reach a solution the volunteer may raise the matter with a Senior Manager.
- 15.3 If a complaint is made about a volunteer, this will be notified to the volunteer in writing and the manager will decide whether or not any action should be taken. If the volunteer is dissatisfied with the decision, they may raise it with the Senior Manager. If the complaint relates to an allegation against children, it will be reported to the Designated Officer.

16 Volunteer Drivers

- 16.1 Any volunteers who will be transporting equipment or people using a vehicle provided by the Company **must** have a valid driving licence. They will be covered by the Company's insurance policy. Where the volunteer will be using their own vehicle, the vehicle must be covered by fully comprehensive insurance, including business use and they must possess a valid Ministry of Transport (MOT) test certificate where applicable.
- 15.2 Any driving related endorsements or convictions must be reported to the Company immediately. The Company will then decide on the course of action to be taken, which may lead to the volunteer being ceased to be used.

Volunteering Agreement

Name:

Volunteer Role:

Team/Service:

This is a Voluntary Role, and as such does not constitute any Contractual arrangement or any Contract of employment, stated or implied, with Together for Children Sunderland Limited.

Entered into between Together for Children (Herein after referred to as "the Company") And **(Name of Volunteer)** (Herein after referred to as "the Volunteer")

1. Nature of Agreement

The position of **(insert role)** with Together for Children is a volunteer position. This means that, if you accept the role, you perform all duties on a voluntary basis and you will not receive remuneration or payment for your work - neither the Company or the Volunteer intend any employment or contractual relationship to be created i.e., you are not an employee, independent contractor or consultant at the Company.

2. What You Can Expect When Volunteering for Together for Children

The Company values its volunteers and will endeavour to provide you with:

- A Job Description and Person Specification of your position so you understand your role and the tasks you are authorised to do.
- Training and development as required for the volunteer position.
- 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.

3. What Together for Children expects from its Volunteers

The Company expects that all Volunteers will:

- Support the Company's vision, values and objectives, doing everything in their power to promote and achieve them.
- Participate in all training and development required of your role.
- Only undertake duties you are authorised to carry out and always operate under the direction and supervision of nominated staff and obey reasonable directions and instructions.
- Understand and comply with the Company's policies and procedures.
- Behave appropriately and courteously to all staff, external organisations, service users and third parties in line with the Company Code of Conduct.
- Notify the Company, within a reasonable timeframe if you wish to change/terminate your agreement.

4. Supervisor

Your supervisor at the Company will be **[insert name]**. If you have any questions or require assistance regarding your role in the Company, please contact this person as soon as possible.

5. Duration of Volunteer Agreement

The duration of this agreement is **(insert duration)** commencing on _____ until _____. Upon the expiry date of this agreement, the agreement between the Company and the Volunteer will come to an end and neither party intends for a contractual or employment relationship to be created.

6. Volunteer Expenses

Volunteers are unpaid. However, the Company will reimburse volunteers for travel and subsistence expenses.

7. Agreement

At the discretion of the Company's management, any violation of the expectations outlined below may lead to the immediate termination of your volunteer agreement.

- 1) I agree to maintain the confidential information of the Company.
- 2) I agree to adhere to the Company's Code of Conduct.
- 3) Any publicity in association with the role must be approved directly through the Company's communications department.
- 4) I agree to provide the Company with a copy of any pictures taken at the Company related events.

- 5) I agree not to post any photos, video or writing on the internet that is Company-related (including Facebook, personal blogs) in adherence with the Company's Social Media Guidance. This does not include sharing or linking media content that originated from the Company (e.g., sharing the Company's Facebook post/photo).

8. Insurance

The Company will ensure that volunteers are covered for insurance purposes in respect of personal injury. The Company will also ensure that volunteers are provided with professional and public liability insurance. The insurance will not cover unauthorised actions or actions outside the volunteering agreement.

This agreement is in honour only. It is not intended to be a legally binding contract and either Together for Children or the volunteer can end the agreement at any time, without being required to give any formal notice.

All Volunteers are required to declare a clear understanding of their Volunteer Status, by signing and returning a copy of this agreement.

Volunteer Name:

Volunteer Signature:

Date:

Manager Signature:

Date:

Appendix 2

Volunteer Data Protection and Confidentiality Agreement

Working with people’s personal data on behalf of Together for Children, we all have a legal responsibility to ensure those people can trust us to safeguard their information. Through your volunteer role, you may come into contact with information about clients and staff that is needed to support the day-to-day operations of the Company. How organisations collect, manage and work with people’s information is covered by the UK General Data Protection Regulation (GDPR) and Data Protection Act 2018.

As a public authority, the Company is a data ‘controller’ as defined in the UK GDPR, and anyone who processes personal information on behalf of the controller, such as in your volunteer role, is a ‘data processor’. Article 28 of the UK GDPR requires there to be an agreement between the controller and processor, which is the purpose of this form.

Your responsibilities:

When processing personal data you must ensure that you collect, store and share the information only as directed by the Company.

You must keep personal data confidential at all times. Never disclose personal data unless there is clear, lawful reason to do so. If in doubt, check with your lead staff contact.

Never store any data on your own personal mobile phone, laptop, tablet or other device. Only use IT equipment issued by the Company.

If you ever become aware of a data breach or a risk of a data breach you must notify the Company immediately. A breach can include the loss or destruction of data, and any unauthorised access or disclosure of data, including accidental disclosures.

Section 170 of the Data Protection Act 2018 makes it an offence for person knowingly or recklessly—

- (a) to obtain or disclose personal data without the consent of the controller,**
- (b) to procure the disclosure of personal data to another person without the consent of the controller, or**
- (c) after obtaining personal data, to retain it without the consent of the person who was the controller in relation to the personal data when it was obtained.**

Declaration:

As a volunteer I understand the responsibilities and legal position set out above, and confirm I will not disclose confidential information which I gain access to through delivering my role, share it by any means with any third party unless I am explicitly authorised to do so by the Company, or share it in general conversation or use it for my own purposes whilst in my role, or once my role has ended.

Name (print).....

Signature.....

Date.....