

Volunteer Staff Agreement

1 PARTIES TO AGREEMENT

This Volunteer Agreement is made between:

YOUTH WITH A MISSION NORTHLAND TRUST (YWAM ZION), a purely volunteer Faith Humanitarian Aid organisation (hereafter known as “the Trust”) and

.....
(First) (Middle) (Last)

a volunteer Discipleship Training School Staff (hereafter known as “the Volunteer”).

2 PURPOSE

2.1 The purpose of this Agreement is to clarify the relationship between the parties.

2.2 This agreement replaces any pre-existing agreements, whether express or implied, particularly when those agreements are erroneously interpreted as employment contracts and in that way this agreement is retrospective.

3 THE PARTIES AGREE

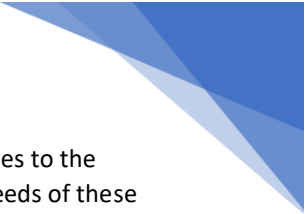
3.1 To be bound by the Terms of this Agreement as a contract of participation between the Volunteer and the enabler of the volunteerism, the Organisation.

4 VOLUNTEERING

4.1 The Trust facilitates and enables the Volunteer to perform services. As a volunteer, he/she exercises inordinate freedom in the performance of the work and is self-motivated while maintaining control over the volunteerism. He/she may at any time and without notice cease to perform volunteer work or request a change of position or request a transfer of location (subject to any existing visa conditions). As the enabler of the Volunteer service, the Trust assists the Volunteer and attempts to meet the Volunteer’s requests in accordance with and recognising the nature of volunteerism.

4.2 The benefits of Volunteerism

4.2.1 Volunteerism provides non-quantitative rewards for the Volunteer where the Volunteer willingly and without remuneration conducts services for the benefit of others. Often personal rewards come for the Volunteer in the form of obtaining an opportunity to have a new experience and through receiving positive feelings from the act of doing good. Volunteers often find a sense of meaning and purpose for their lives in this service and are further benefited from the skills they acquire which prepare them for future work particularly for other aid organisations such as UNESCO and OXFAM.



4.2.2 Volunteerism with the Organisation provides benefits to the public in the form of services to the community both in New Zealand and overseas. The Organisation is serious about meeting the needs of these communities while simultaneously increasing the skills and key competencies of the people who volunteer.

5 INTENTION

The parties agree:

5.1 The original intention of the parties has always been to create a strictly volunteer relationship between them with no remuneration or reward.

5.2 There has never existed an employment relationship between the parties as provided by the Employment Relations Act 2000, the Health and Safety in Employment Act 1992 and the Health and Safety at Work Act 2015.

5.3 This Volunteer Agreement corresponds to the true nature of the relationship between the parties AND SHALL NOT be read or interpreted as an employment contract.

6 POSITION AND DUTIES

6.1 The Volunteer's position is a Discipleship Training School Staff. A job description is attached to this agreement.

7 REMUNERATION AND REIMBURSEMENT

7.1 The Volunteer acknowledges the Trust is a purely volunteer organisation and that he/she will not receive a wage, salary or any remuneration for the above position. The Volunteer acknowledges he/she is responsible for their own expenses.

7.2 If the Volunteer has been sponsored by the Trust for a Religious Worker Visa, he/she will not be able to work in New Zealand for a salary or wage during that sponsorship period.

In signing this Agreement, the Volunteer acknowledges that he/she has been fully informed he/she is not able to work for financial reward while on a Religious Worker Visa.

If the Volunteer becomes no longer able to provide for himself through his/her own means, the Trust will fulfil its obligation to look after the Volunteer for the duration of the specified visa time period subject to the terms outlined in the Cessation of Volunteer Participation and Ethical Code of Conduct.

7.3 In signing this Agreement the Volunteer authorises the Trust to communicate with Immigration New Zealand regarding necessary and relevant information applicable to his/her visa. The Volunteer agrees to communicate with the Trust regarding all matters pertaining to his/her visa prior to communicating with any other agency.

8 HOURS AND LOCATION OF WORK

8.1 The Volunteer agrees to be committed to the work he/she undertakes.

8.2 The Volunteer agrees to be committed to a minimum of 20 hours a week.

8.3 The Volunteer will undertake work as a Discipleship Training School Staff:

- At the Organisation's premises in New Zealand
- Within the local community of New Zealand
- At outreach locations outside New Zealand;
- At any other location the parties agree to.

9 OBLIGATIONS OF PARTIES

9.1 The Organisation shall:

- Act in good faith in dealings and communications with the Volunteer;
- Take all practicable steps to provide the Volunteer with a safe and healthy work environment;
- Provide a complaints and Dispute Resolution Process for any grievances; and
- Provide a copy of relevant documents upon request.

9.2 The Volunteer shall:

- Comply with health and safety regulations in accordance with the Trusts policies;
- Comply with all reasonable and lawful instructions and in accordance with his/her job description;
- Perform his/her duties with skill and diligence;
- Deal and communicate with the team leader in good faith;
- Comply with all policies and procedures implemented or used by the Trust;
- Take proactive steps to ensure the safety of his/herself and other participants. The Volunteer agrees to notify leadership in writing if he/she observes a safety issue.
- Perform the assigned duties in a way that is safe and healthy for himself and fellow volunteers.
- Maintain conduct which is in the best interests of the Trust and shall not communicate with the media or public in a manner that brings disrepute to the Organisation;
- Discuss all matters of grievance with the Organisation in the first instance and engaging in the Dispute Resolution Process.

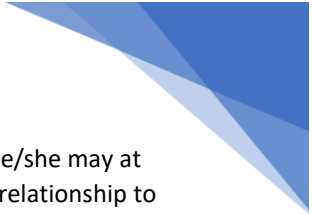
10 ETHICAL CODE OF CONDUCT

10.1 In signing this agreement, the Volunteer acknowledges that he/she has read and understood the biblically based Ethical Code of Conduct provided by the Trust and, also agrees to adhere to and abide by this Code for the duration of his/her participation with the Trust. The Volunteer agrees that his/her departure from the Code would constitute grounds for the immediate cessation of his/her involvement with the Trust due to the Trust's unique spiritual and narrow ethical calling.

11 DISPUTE RESOLUTION

11.1 Disputes between the parties, between co-volunteers and any grievances will be dealt with in accordance with the Core Values of the Organisation as practiced in the Trust's Dispute Resolution Process, its Principles, Practice and Procedures.

11.2 The Volunteer may at any time make a complaint in writing regarding any harmful experience or behaviour within the Trust.



11.3 If the complainant is unsatisfied with the outcome of the Dispute Resolution Process, he/she may at any time and without notice cease from performing the volunteer work effectively bringing the relationship to an end. As a volunteer, the complainant is under no obligation to continue in their duties as they might if they were in an employment relationship.

12 TERMINATION OF AGREEMENT

12.1 The grounds on which the Trust may choose to cease the Volunteer's participation are provided in the documents, 'Cessation of Volunteer Participation' and 'Ethical Code of Conduct'. In signing this Agreement, the Volunteer acknowledges he/she has read and understood these documents and agrees to willingly cease all participation with the Trust if asked to do so as a result of a breach of the terms in these documents.

13 CONFIDENTIALTY AND PRIVACY

13.1 All the information acquired by the Volunteer in the course of the performance of his/her duties is Confidential Information and the Volunteer shall not disclose the information to a third party or use it for his/her own benefit. Any disclosure of confidential information is permitted only with the Trust's explicit approval. This duty of confidentiality shall continue after the termination or cessation of the Volunteer's participation.

13.2 The Organisation shall respect and protect the personal privacy of the Volunteer.

14 ACNOWLDEGMENT

14.1 Both parties acknowledge this Agreement is final and complete being the legal relationship between the them. If any part of this agreement fails to affirm the overall intentions of the parties, that part shall be struck from the agreement with the effect that the agreement will remain enforceable.

14.2 The Volunteer acknowledges:

- He/she has been advised of the right to seek independent advice on the terms of this Agreement;
- He/she has been given a reasonable opportunity to seek advice and decide;
- He/she has read the terms of this Agreement carefully and understands the terms and their implications including incorporated documents;
- He/she has been advised to obtain a translation of this Agreement if English is a second language; and
- If the Volunteer discloses that he/she suffers any kind impairment prior to signing, he/she has been given ample opportunity to seek advice in order to compensate for that impairment.

Volunteer's printed name
(First) (Middle) (Last)

Volunteer's signature Date
(DD/MM/YY)

(This page is for office use only)

On behalf of the Trust
(First) (Middle) (Last)

Signed on behalf of the Trust Date
(DD/MM/YY)

Witnessed by
(First) (Middle) (Last)

Witness' signature Date
(DD/MM/YY)