



Volunteers Policy

Inmind Reference:	HR16
Category:	Human Resources
Version Number:	1
Reviewed on:	February 2018
Next review date:	February 2020
Lead Officer:	HR Manager
Equality Impact Assessment completed:	Yes

Applicable Legislation/Regulations:
The Equality Act 2010; The Human Rights Act 1998; The Care Act 2014 Data Protection Act 1998; Health and Safety at Work Act 1974
Codes of Practice:
Purpose:
To provide a framework of best practice and procedures for the appointment, management and support of volunteers in order to ensure fairness, consistency and clarity.

Version Control Table		
Date Ratified	Version Number	Status
	1	Live

Date	Key Revision
12/02/18	New policy

Please check to ensure this is the most current electronic copy of this document as it is updated and published in electronic format only (hard copies may become out of date).

1.0 The Policy

- a) A volunteer is someone whose offer of their time, experience, knowledge and skills without remuneration is accepted by invitation or arrangement by Inmind Healthcare Group.
- b) The role of a volunteer is very different from that of an employee in that there is no contract of employment or services and no remuneration. Volunteers do not have the legal obligations or the employment rights of employees.
- c) Although volunteers are not afforded the same employment rights as employees, they are entitled to protection under the Equality Act 2010, the Health and Safety Act 1974 and the Data Protection Act 1998.
- d) Volunteers must be supervised at all times, so must be used supplementary to, never instead of, paid employees.
- e) Volunteers must be over 18 years of age.
- f) Although not 'employees' volunteers are classed as a category of worker, and so are covered by the working time regulations.

2.0 The Procedure

2.1 Recruitment

- a) If an individual contacts Inmind regarding volunteer opportunities, the Registered Manager of the relevant service must consider the impact on the organisation before deciding whether to proceed, remembering the volunteer placements must be in addition to, never instead of paid employees.
- b) The Registered of the relevant service must meet with the individual in person prior to agreeing the voluntary placement.
- c) Volunteers should be subject to the same documentation checks as indicated in Recruitment & Selection Policy;
 - Completed application form giving basic employment history and contact details.
 - Right to work checks
 - References
 - DBS Check
- d) Managers must ensure adherence with the Equality Act 2010 in relation to all aspects of their dealings with volunteers and potential volunteers.
- e) It is important that volunteers are not issued with a contract of employment, since they have a separate status to employees. Instead they should be issued with a volunteer agreement (Appendix 2), which details what they can expect from Inmind, and what Inmind expects of them.
- f) The Registered Manager retains the right to decline a volunteer application, however when doing so, it is important to ensure the Equality Act 2010 has been adhered to.

2.2 Induction

- a) Volunteers must be given a local induction by the Registered Manager of the service (or an appropriately skilled nominated deputy) at which they will be based.
- b) Volunteers must work supervised by a member of Inmind staff at all times.

2.3 Training

- a) All volunteers should be offered the opportunity to attend training that is relevant and necessary to carry out their role safely and competently.
- b) The volunteer must not be offered training that is not a requirement of their role, as this may be seen as a benefit which could lead to claims of the existence of an employment contract.

- c) Volunteers are able to decline invitations to attend training, however, if this is the case then it may be necessary to find an alternative volunteering role that does not require that training. If this is not possible, the Registered Manager may decide to decline/end the volunteer arrangement.
- d) If volunteers refuse to attend training relating to health and safety, Inmind may need to decline the volunteer's application as the organisation has a legal obligation to keep all staff and volunteers safe.

2.3 Non-attendance

- a) Arrangements for voluntary staff, by their nature, are flexible and without legal-obligation, however the Manager should advise the individual in their induction that notice of non-attendance would be appreciated.

2.4 Dealing with Problems

- a) Volunteers should be offered regular support and supervision by the Registered Manager of a nominated deputy to identify, monitor and evaluate the volunteer's involvement, recognise achievements and identify individual training needs relevant to their particular volunteer role. The frequency, duration and format of these sessions will be negotiated between the volunteer and the Registered Manager or nominated deputy.

2.5 Expenses

- a) Volunteers can be reimbursed for travel expenses incurred as a result of their volunteer role. For tax, benefits and legal reasons all expenses must be wholly, exclusively and necessarily incurred in the course of the volunteering role alone.

2.6 Insurance

- a) Volunteers will be covered by the organisation's liability insurance policy whilst they are on the premises or engaged in any volunteering within the services. Such cover will only apply when volunteers are acting within the description of their volunteer role, as identified in the volunteer agreement. Volunteers using motor vehicles in connection with their voluntary service should ensure they have adequate insurance cover as the organisation cannot provide this.

2.7 Leaving the organisation

- a) While volunteers have no legal responsibility to provide, or entitlement to receive, notice of the end of the voluntary agreement, a minimum of 1 week notice would be considered best practice and should be adhered to where possible and appropriate.

Appendix 1

Equality Impact Assessment for this policy

Protected Characteristic (domain)	Area of conflict	Resolution
Age	Nil	N/A
Disability	Nil	N/A
Gender Reassignment	Nil	N/A
Pregnancy & Maternity	Nil	N/A
Race	Nil	N/A
Religion or Belief	Nil	N/A
Sex	Nil	N/A
Sexual Orientation	Nil	N/A
Marriage and Civil Partnership	Nil	N/A

All relevant persons are required to comply with this policy and must demonstrate sensitivity and competence in relation to diversity in race, faith, age, gender, disability and sexual orientation. If you feel you are disadvantaged by this policy, please contact the Registered Manager and the service will actively respond to the enquiry.

Appendix 2

Volunteer Agreement

Name of Volunteer:	
Name of Manager:	
Date of Induction: (please attach induction form)	
Start Date:	
Description of Role:	

We hope that you enjoy volunteering with us and feel part of our team.

You can expect Inmind Healthcare Group to;

1. Induction and training

- provide an induction on the work of Inmind, its staff, your volunteering role and the information and/or training you need to meet the responsibilities of your volunteer role

2. Supervision, support and flexibility

- explain the standards we expect for our services and to encourage and support you to achieve and maintain them
- provide a named person who will meet with you regularly to discuss your volunteering and any successes and problems

3. Expenses

- reimburse travel expenses incurred as a direct result of the volunteer role. For tax, benefits and legal reasons all expenses must be wholly, exclusively and necessarily incurred in the course of the volunteering role alone.

4. Company policies

- treat you fairly and equitably in line with legal requirements and Company policies and procedures

As a volunteer, we expect you to:

- perform your volunteering role to the best of your ability
- follow the organisation’s procedures and standards, including health and safety, and equal opportunities, in relation to its staff, volunteers, service users and other stakeholders
- maintain confidentiality
- meet the time commitments and standards which have been mutually agreed to and to give reasonable notice so other arrangements can be made when this is not possible

This agreement is binding in honour only, is not intended to be a legally binding contract between us and may be cancelled at any time at the discretion of either party. Neither of us intend any employment relationship to be created either now or at any time in the future.

Volunteer name:	
Volunteer signature:	
Date:	
Manager name:	
Manager signature:	
Date:	