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**Freephone Number:** 44 (0) 203 976 1122

Address

Date

## Volunteer Contract

Dear **Name**

This letter is an agreement between yourself and 'Fundd'

### AGREED TERMS

#### 1. INTERPRETATION

1.1 The following definitions and rules of interpretation apply in this agreement (unless the context requires otherwise).

**Commencement Date:** **Date**

**Charity Property:** all documents, books, manuals, materials, records, correspondence, papers and information (on whatever media and wherever located) relating to the affairs of the Charity or its clients and recipients, and any equipment, keys, hardware or software provided for the Volunteer's use by the Charity during the Engagement, and any data or documents (including copies) produced, maintained or stored by the Volunteer on the Charity or the Volunteer's computer systems or other electronic equipment during the Engagement.

**Confidential Information:** information in whatever form (including without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) relating to the activities, clients, recipients, products, affairs and finances of the Charity for the time being confidential to the Charity and trade secrets including, without limitation, technical data and know-how relating to the activities of the Charity or any of its clients, recipients, agents, management or contacts, including in particular (by way of illustration only and without limitation) and including (but not limited to) information that the Volunteer creates, develops, receives or obtains in connection with his Engagement, whether or not such information (if in anything other than oral form) is marked confidential.

**Engagement:** the engagement of the Volunteer by the Charity on the terms of this agreement.

**Services:** the services provided by the Volunteer are to support Fundd in providing the services of (and the associated services for) the distribution of charitable grants, in line with its stated charitable objectives.

**Termination Date:** the date of termination of this agreement, howsoever arising.

1.2 The headings in this agreement are inserted for convenience only and shall not affect its construction.

1.3 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.4 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular.
- 1.6 Any Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes any Schedules.

## **2. TERM OF ENGAGEMENT**

- 2.1 The Charity shall engage the Volunteer and the Volunteer shall provide the Services on the terms of this agreement.
- 2.2 The Engagement shall be deemed to have commenced on the Commencement Date and shall continue unless and until terminated:
- (a) as provided by the terms of this agreement;
  - (b) by the Charity giving the Volunteer no less than **one** week's prior written notice; or (c) by the Volunteer giving the Charity no less than **one** week's prior written notice.

## **3. DUTIES AND OBLIGATIONS**

- 3.1 During the Engagement the Volunteer shall:
- (a) provide the Services with all due care, skill and ability and use his best endeavours to promote the interests of the Charity;
  - (b) provide the Services in an appropriate manner and in a manner, which is compliant with the expectations of HMRC and the Charity Commission or any other regulatory or legislative body for whom the Charity is subject to;
  - (c) provide his services in line with the Policies and Procedures of the Charity, as updated from time to time; and
  - (d) promptly give to the Charity all such information and reports as it may reasonably require in connection with matters relating to the provision of the Services or the activities of the Charity.
- 3.2 If the Volunteer is unable to provide the Services due to illness or injury, he shall advise the Charity of that fact as soon as reasonably practicable.
- 3.3 The Volunteer shall use reasonable endeavours to ensure that he is available at appropriate times on reasonable notice to provide such assistance or information as the Charity may require.
- 3.4 Unless he has been specifically authorised to do so by the Charity in writing, the Volunteer shall not: (a) have any authority to incur any expenditure in the name of or for the account of the Charity; or (b) hold himself out as having authority to bind the Charity.
- 3.5 The Volunteer shall:
- (a) comply with all applicable laws, regulations, codes and sanctions relating to anti-money laundering and anti-corruption;
  - (b) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
  - (c) comply with all the Plans, Policies, Procedures and Guidance Documents of the Charity);
  - (d) promptly report to the Charity any request or demand for any undue financial or other advantage of any kind received by the Volunteer in connection with the performance of this agreement;
  - (e) the Volunteer shall provide such supporting evidence of compliance as the Charity may reasonably request.

- 3.6 Failure to comply with clause 3 may result in the immediate termination of this agreement.

#### **4. EXPENSES**

- 4.1 The Volunteer shall bear his own expenses incurred in the course of the Engagement.

#### **5. CONFIDENTIAL INFORMATION**

- 5.1 The Volunteer acknowledges that in the course of the Engagement he will have access to Confidential Information. The Volunteer has therefore agreed to accept the restrictions in this clause 5.
- 5.2 The Volunteer shall not (except in the proper course of his duties), either during the Engagement or at any time after the Termination Date, use or disclose to any third party (and shall use his best endeavours to prevent the publication or disclosure of) any Confidential Information. This restriction does not apply to:
- (a) any use or disclosure authorised by the Charity or required by law; or
  - (b) any information which is already in, or comes into, the public domain otherwise than through the Volunteer's unauthorised disclosure.
- 5.3 At any stage during the Engagement, the Volunteer will promptly on request, return all and any Charity Property in his possession, to the Charity.

#### **6. DATA PROTECTION**

- 6.1 The Volunteer consents to the Charity holding and processing data relating to him for legal, personnel, administrative and management purposes and in particular to the processing of any "sensitive personal data" (as defined in the Data Protection Act 2018) relating to the Volunteer including, as appropriate:
- (a) information about the Volunteer's physical or mental health or condition in order to monitor sickness absence;
  - (b) the Volunteer's racial or ethnic origin or religious or similar beliefs in order to monitor compliance with equal opportunities legislation; and
  - (c) information relating to any criminal proceedings in which the Volunteer has been involved, for insurance purposes and in order to comply with legal requirements and obligations to third parties.
- 6.2 The Volunteer shall comply with the Charity's data protection policy and relevant obligations under the Data Protection Act 2018 and associated codes of practice when processing personal data relating to any employee, worker, client, recipient, supplier or agent of the Charity.
- 6.3 The Volunteer confirms that they are authorised to release, disclose and allow access to Personal Data of any third-party he supplies to the Charity.
- 6.4 The Volunteer shall indemnify the Charity in all respects from all costs, penalties, obligations and liabilities incurred by the Charity in connection with any breach of this clause of the Agreement.

#### **7. TERMINATION**

- 7.1 Notwithstanding the provisions of clause 2.1 or 2.3, the Charity may suspend or terminate the Engagement with immediate effect if at any time the Volunteer:
- (a) commits any gross misconduct affecting the activities of the Charity;
  - (b) commits any serious or repeated breach or non-observance of any of the provisions of this agreement or refuses or neglects to comply with any reasonable and lawful directions of the Charity;

- (c) is convicted of any criminal offence (other than an offence under any road traffic legislation in the United Kingdom or elsewhere for which a fine or non-custodial penalty is imposed);
- (d) is in the reasonable opinion of the Charity negligent or incompetent in the performance of the Services;
- (e) is incapacitated (including by reason of illness or accident) from providing the Services;
- (f) commits or is subject to an investigation in relation to any fraud or dishonesty or acts in any manner which in the opinion of the Charity brings or is likely to bring the Volunteer or the Charity into disrepute or is materially adverse to the interests of the Charity;
- (g) commits any breach of or fails to comply with the Charity's policies and procedures.
- (h) commits any offence under the Bribery Act 2010.

7.2 The rights of the Charity under clause 7.1 are without prejudice to any other rights that it might have at law to terminate the Engagement or to accept any breach of this agreement on the part of the Volunteer as having brought the agreement to an end. Any delay by the Charity in exercising its rights to terminate shall not constitute a waiver of these rights.

## 8. OBLIGATIONS ON TERMINATION

On the Termination Date the Volunteer shall:

- (a) immediately deliver to the Charity all Charity Property in his possession or under his control;
- (b) irretrievably delete any information relating to the activities of the Charity stored on any magnetic or optical disk or memory and all matter derived from such sources which is in his possession or under his control outside the premises of the Charity. For the avoidance of doubt, the contact details of contacts made during the Engagement are regarded as Confidential Information, and as such, must be deleted from personal social or professional networking accounts;
- (c) arrange for the destruction of all materials including business stationery that contains any reference to the Charity and confirm in writing that this has been completed and (d) provide a signed statement that he has complied fully with his obligations under this clause

## 9. STATUS

9.1 The relationship of the Volunteer to the Charity will be that of independent Volunteer and nothing in this agreement shall render him an employee, worker, agent or partner of the Charity and the Volunteer shall not hold himself out as such.

## 10. NOTICES

10.1 Any notice given to a party under or in connection with this contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office or its principal place of business for the Charity or in the case of the Volunteer to his last known address.

10.2 Any notice or communication shall be deemed to have been received:

- (a) if delivered by hand, on signature of a delivery receipt; or
- (b) if sent by pre-paid first-class post or other next working day delivery service, at the time recorded by the delivery service.

10.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

**11. ENTIRE AGREEMENT**

- 11.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 11.2 Each party acknowledges that in entering into this agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.
- 11.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.
- 11.4 Nothing in this clause shall limit or exclude any liability for fraud.

**12. VARIATION**

No variation of this agreement [or of any of the documents referred to in it] shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

**13. COUNTERPARTS**

This agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

**14. THIRD PARTY RIGHTS**

- 14.1 A person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.
- 14.2 The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this agreement are not subject to the consent of any other person.

**15. GOVERNING LAW**

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

**16. JURISDICTION**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

This document takes effect on the date stated at the beginning of it.

Signed by Fundd \_\_\_\_\_

Signature \_\_\_\_\_

Date of Signature \_\_/\_\_/\_\_

Signed by \_\_\_\_\_

Signature \_\_\_\_\_

Date of Signature \_\_/\_\_/\_\_