

Contract – Volunteer (Unpaid) Agreement

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DEFINITIONS

In this Agreement, unless the context requires otherwise:

- **'Business'** means the Entity named in the Contracted Parties section of this Agreement that is engaging the Volunteer to provide the unpaid Services described in **Item 4 of Schedule 1**.
- **'RUNPAY®'** means the provider (ABN: 98 875 606 982) of this standardised template and the website (www.runpay.com.au) designed to simplify and harmonise Volunteer engagement for Business Owners.
- **'Volunteer'** or **'You'** means the individual named in the Personal Details section who has agreed to provide unpaid Volunteer Services to the Business.
- **'Volunteer Services'** means the unpaid Voluntary Services you have agreed to provide to the Business as described in **Item 4 of Schedule 1**.
- **'Schedule 1'** means the schedule attached to this Agreement that sets out the details of the Agreement (duties, Commencement date, availability, and other specific terms).
- **'Commencement Date'** means the date (i.e. 'Start Date', 'First Working Day') specified in **Item 2 of Schedule 1** on which the Volunteer engagement begins.
- **'On-site'** means performing the Volunteer Services at the Business's physical premises or any other designated workplace location specified by the Business.
- **'Off-site'** means performing the Volunteer Services at any location other than the Business's physical premises or designated workplace. This includes contributing to the Business from home, external events, client-site(s) or any other contributions directly related to the Business.
- **'Hybrid'** means a flexible arrangement where the Volunteer performs the Volunteer Services through a combination of On-site and Off-site Contributory Work, as agreed in writing between the parties.

[YOUR BUSINESS LOGO]

Private and Confidential

Dear [Volunteer First Name]

RE: APPOINTMENT AS UNPAID VOLUNTEER

We are delighted to offer you this appointment as an **Unpaid Volunteer**.

This Volunteer Agreement sets out the Terms and Conditions of your *Unpaid Voluntary* engagement with the Business (details of which are provided at **Item 1 Schedule 1**). **This is NOT an Employment Contract** and *does not* create any employment relationship with the Business. You are *not entitled* to any remuneration, wages, superannuation, leave type, under the *Fair Work Act* (e.g. this includes Community Service (CS) leave or family and domestic violence leave) or any other benefit applicable to any employee.

All Volunteer Contractual Details and any specific requirements regarding the Business and your duties/responsibilities (e.g. your role, duties, available hours, commencement and so forth) are set out at the end of **Schedule 1** within this document.

Please read this Contract carefully. To accept this *unpaid* appointment, please complete the Volunteer Personal Details section set out in **Schedule 1**, sign the Volunteer Declaration and send it to us.

We look forward to your valuable contribution.

Respectfully,

[Employer/Delegated Business Leader Signature]

[Insert Today's Date]

[Delegated Signatory Full Name]

[Delegated Signatory Position Title], [Business Name]

Contact Phone: [Contact Phone]

Contact Email: [Contact Email]

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 RUNPAY

Volunteer Contract and Agreement

(A) Contracted Parties

THE BUSINESS

'Business', 'We', 'Us', 'Our', 'Management', 'Company' — details provided at Item 1 in Schedule 1.

AND

THE VOLUNTEER

'Volunteer', 'you', 'your', 'yours' — details provided at Item 1 of Schedule 1.

Commencement Date: As per Item 2 of Schedule 1.

(B) General Terms

1. Nature of the Volunteer Relationship

The parties acknowledge and agree that the Volunteer is participating in a **Genuine Volunteer Arrangement ONLY**. The primary purpose of the Volunteer's involvement is to benefit the community and/or to advance the mission and charitable or community objects of the Business, rather than to provide labour primarily for the commercial operations of the Business. Both parties further agree that:

- (a) this Volunteer Agreement is not intended to create, and **DOES NOT** create any Employment relationship or contract of employment;
- (b) the Volunteer is under **NO OBLIGATION WHATSOEVER** to provide the Volunteer Services at any time, on any day, or at all;
- (c) the Volunteer will not receive any wages, payment, remuneration, superannuation, or other benefits for the Volunteer Services performed, other than the reimbursement of reasonable out-of-pocket expenses where pre-approved by the Business; and
- (d) this arrangement does not give the Volunteer any employment rights or statutory entitlements.

2. Volunteer Services

You have volunteered to provide the 'Volunteer Services' to the Business as described at Item 4 in Schedule 1.

3. Directions

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The Business may give you reasonable and lawful directions in relation to the Volunteer Services.

4. Policies and Procedures

You agree to comply with all the Business's policies, processes and procedures as they exist from time to time (including the Workplace Health and Safety Policy, Privacy Policy and any guidelines related to Standard of Conduct).

5. Workplace Health and Safety (WHS)

The Business, as a Person Conducting a Business or Undertaking (PCBU), has a primary duty under the applicable Workplace Health and Safety legislation in the Jurisdiction where the Volunteer Services are performed (including the model Work Health and Safety laws where they apply) to ensure, so far as is reasonably practicable, the health and safety of all volunteers (including psychosocial wellbeing). You agree to take reasonable care for your own health and safety and that of others, report hazards promptly, complete all required safety training and fully comply with the Business's **Workplace Health and Safety Policy** (as amended from time to time).

Note: A 'Volunteer' is NOT an 'Employee', so please note under this section the 'Right to Disconnect' under the *Fair Work Act* does NOT apply to Genuine Volunteers.

6. Confidentiality

You must keep all information relating to the Business strictly confidential.

7. Reimbursement of Expenses

The Business *may* reimburse the Volunteer for *reasonable* out-of-pocket expenses actually incurred while providing the Volunteer Services, provided *prior approval* is obtained and receipts or other evidence are supplied and meet Australian Business Compliance (ABC) requirements. Such reimbursements **DO NOT** constitute remuneration or create an employment relationship.

8. Intellectual Property

Any ideas, content, improvements or materials you create while providing 'Volunteer Services' belong to the Business.

9. Termination of this Agreement

Either party may terminate this Agreement at any time, with or without notice and without giving any reason.

10. Entire Agreement

This Agreement (including **Schedule 1**) constitutes the entire Agreement between the

parties. You acknowledge that you have read and understood the whole document (including **Schedule 1**) before signing.

11. Privacy

You consent to the collection, use and disclosure of your personal information in accordance with the Business's **Privacy Policy**.

(C) Governing Law (GL)

This Agreement is Governed by the Laws of Australia, in the State set out in **Item 6 of Schedule 1**, to which the Volunteer Services are primarily performed.

(D) Acknowledgement, Acceptance and Agreement

This Volunteer Contract constitutes the entire Agreement between the Business and the Volunteer in relation to the Volunteer's engagement with the Business and sets out all the Terms and Conditions. This agreement supersedes and extinguishes all prior Agreements, arrangements, understandings, negotiations, representations, warranties, or discussions (whether verbal or in writing, unless explicitly mutually agreed in writing otherwise) between the parties relating to the subject matter in this Contract. *For the avoidance of doubt, this does not affect any rights or obligations arising under any law that cannot be excluded by agreement.* If you have any **questions** about this Volunteer Contract and Agreement, please send them in writing prior to signing and via the nominated email address provided within **Schedule 1**.

Offered and Agreed by (or on behalf of) the Business

[Sender_Signature]

[Document_Date]

[Authorised Signatory Full Name]

[Authorised Signatory Position Title], [Entity Name]

Volunteer Authority – Accepted Agreed by the Volunteer

Note: *If the Volunteer is under 18 years old - Parent/Guardian consent is also required alongside this acceptance - Parent Consent Authority follows this Authority.*

I, the Volunteer named below, accept the Terms and Conditions described within this Volunteer Contract and acknowledge and accept my first day contributing to the Business as a Volunteer, I acknowledge and confirm that:

- I will provide the Business with all necessary **Workplace Clearance documents** described within this Agreement as soon as possible and prior to my first day contributing to the Business as a Volunteer. I understand I cannot commence volunteering until the Business has verified everything. **I have read and understood the entire Volunteer Agreement, including Schedule 1, and agree to be bound by it.**
- I agree to provide Volunteer Services to the Business in accordance with this Agreement.
- I am aware of the special responsibilities associated with Volunteering and declare there are no circumstances that might preclude my Volunteering.
- I confirm that I am legally entitled to undertake Voluntary activities in Australia. I have taken all reasonable steps within my knowledge to verify that I have the Right to Volunteer, including checking Visa conditions (for example, through VEVO) where applicable.
- I declare that I do not have a criminal record. I understand that I may be required to undergo a Police Background Check (or any other relevant screening) at any time while engaged as a Volunteer. *I further agree to immediately notify the Business in writing if, during my engagement as a Volunteer, I am charged with or convicted of any Criminal Offence.*
- I acknowledge and accept that I am not entitled to any payment, benefit, gift or donation.
- I acknowledge and accept that I am not entitled to any statutory entitlements applicable to an Employee of the business under the terms of this Agreement.
- I declare that all the information I have provided is true, correct and complete to the best of my knowledge. I understand that false or misleading information may result in immediate cessation of this contract.
- I agree to and accept the Business's Terms and Conditions (including the Workplace Health and Safety Policy and any other Business Policies applicable to my role as a Volunteer).

Volunteer Signature: _____ Date: ____/____/20____

Volunteer Full Name: _____

Parent / Guardian Authority & Consent (**Only required for Employees under 18 years of age**)

I, as an authorised Parent/Guardian of [Volunteer_Full_Name ([Volunteer_PREFERRED_Name])] (Date of Birth: [Date_Of_Birth]) (the 'Volunteer'), confirm that I have read and fully understand the UNPAID Volunteer Agreement with [Entity's_Trading_Name], including the scope of duties and hours described for the contribution work and any policy and conditions of engagement as a Volunteer. I have discussed the Agreement and its Terms and Conditions with the Volunteer and any other Legal Parent/Guardian of the Volunteer. I consent to the Volunteer contributing to the Business on the Terms set out in this UNPAID Agreement and Contract. I (and any other legal Parent/Guardian of the Volunteer agree to support the Volunteer in complying with the Terms of this Agreement, including any safety requirements, junior hours restrictions and any State/Territory Child Permit obligations until they reach 18 years of age.

[Parent/Guardian_1_Signature] [Contract_Acceptance_Date_By_Parent/Guardian]

	Parent/Guardian 1 Details	Parent/Guardian 2 Details
Parent/Guardian Full Name	[Parent/Guardian_1_Full Name]	[Parent/Guardian_2_Full Name]
Contact Phone*	[Parent/Guardian_1_Phone]	[Parent/Guardian_2_Phone]
Contact Email	[Parent/Guardian_1_Email]	[Parent/Guardian_2_Email]

**Where possible, contact details should be two (2) individuals who would typically authorise ongoing consent decisions for the child (e.g. in case of emergency). These are usually the child's Parent(s) or Legal Guardian(s).*

Schedule 1

– Volunteer Contractual Details

Item 1	Contracted Parties	<p>THE BUSINESS: ABN: [Insert Business ABN] Business Name: [Insert Business Name] Entity Name: [Insert Entity Name] Business Address: [Business Address Line 1] [Address Line 2] [SUBURB] [STATE] [COUNTRY] Contact Details: Delegate Name: [Insert Delegate Name] Contact Phone: [Insert Contact Phone] Contact Email: [Insert Contact Email]</p> <p>THE VOLUNTEER: Volunteer Full Name: [Insert Volunteer's Full Name] Volunteer Address: [Volunteer Address Line 1] [Volunteer Address Line 2] [SUBURB] [STATE] [COUNTRY] Contact Phone: [Insert Contact Phone] Contact Email: [Insert Contact Email]</p>
Item 2	Commencement Date <i>[‘Start Date’, ‘First Working Day’]</i>	[Insert Commencement Date]
Item 3	Typical Hours per Week <i>[Note: 16 hours is recommended and in line with Volunteering Australia’s best-practice guidelines – actual hours remain flexible and non-binding.]</i>	16 hours - recommended and in line with Volunteering Australia best-practice guidelines. Actual hours remain flexible and non-binding.
Item 4	Volunteer Services / Duties	[Business to insert Volunteer’s Duties]
Item 5	Availability Details (For Planning Purposes Only) <i>[e.g. Monday mornings or Wednesday afternoons (flexible).]</i>	[Insert Days and Times that Volunteer advised was suitable and typically able to commit to (if known)]
Item 6	Location and Governing Law of this Contract <i>[i.e. the State in Australia to which the Contributory Work is governed and typically undertaken within. The Contracted parties irrevocably submit to the non-exclusive jurisdiction of the courts of the State/Territory referred to in this Governing Law (GL) (and any other courts competent to hear an appeal) for any dispute arising out of or in connection with this Agreement.]</i>	<i>Primary Business Office Location (‘On-Site’ Address):</i> [Business Address] <i>Your Agreed Usual Work Location upon Commencement:</i> [Location e.g. Business \ Employee’s Address] [Specify Arrangement e.g. Off-site \ Hybrid \ On-Site] <i>Governing Law of this Contract (i.e. State/Territory where duties are primarily performed):</i> [e.g. QLD, Australia]
Item 7	Reporting To [Role Title]	[Role or Position Title]

Schedule 1 (Continued...)

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– Volunteer Personal Details

VOLUNTEER PERSONAL DETAILS

[Volunteer to complete]

Personal Details - Volunteer

First Name _____

Last Name _____

Email _____

Phone _____

Date of Birth _____

Full Residential Address - Volunteer

Street Address _____

Street Address Line 2 _____

City _____

Region/State/Province _____

Postal / Zip Code _____

Country _____

Emergency Contact Details - Volunteer

*[Note: Relationship guidance options below are based on the **definition of 'immediate family' and 'household'** under the Fair Work Act. For any **Volunteer** under 18 years of age, this should ALWAYS be where possible, two (2) individuals who would usually authorise **ongoing consent decisions for the child** (e.g. in case of emergency) until they reach 18 years of age. **These are typically the child's Parent(s) or Legal Guardian(s).***

Name _____

Phone _____

Email _____

Relationship to Volunteer

- Spouse (including former spouse)
- De facto partner (including former de facto partner)
- Child (including step-child or adopted child)
- Parent (including step-parent or adopted parent)
- Grandparent
- Grandchild
- Sibling (including step-sibling)
- Spouse's / De facto partner's child
- Spouse's / De facto partner's parent
- Spouse's / De facto partner's grandparent

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- Spouse's / De facto partner's grandchild
- Spouse's / De facto partner's sibling
- Household member (lives with me)
- Other (please specify) _____

Message (if any)

IDENTITY VERIFICATION AND DOCUMENTATION – VOLUNTEER

The Volunteer **MAY** need to undergo a **National Police Check** and/or a **Working with Children Check** (or any equivalent Country's State screening necessary) **depending on the nature of the Volunteer Services and any applicable Law(s) or Business Policies.**

Where such checks are required, the Volunteer agrees to:

- Provide identification documents that satisfy the **100-Point Identity Check** (or the specific identity verification requirements of the relevant screening authority or state/territory);
- AND**
- Upload or supply clear copies of the required documents as described below.

IMPORTANT NOTE:

The specific *Documents and Points System (DPS)* may vary between screening providers and by State or Territory in Australia. The Business will advise the Volunteer of the exact requirements at the time of application. Please also be advised that:

- **National Police Checks** (which requires a 100-point identity check) are **NOT** mandatory for all Volunteers. It is typically required **ONLY WHEN** the role involves **Working with Children or Vulnerable People, Aged Care with unsupervised access, or when required by the Business's policies, funding, or insurance(s).**
- **Working with Children Checks ARE LEGALLY REQUIRED** for ALL 'child-related work' (i.e. direct and regular contact with children in a supervisory, mentoring or caring capacity). Simply having Junior Staff (Under 18) in the business does **NOT** mean all adult workers require a Working with Children Check.

The Volunteer MUST provide the following documents PRIOR to their First Day
(If Requested by the Business in accordance with the Governing Law specified within this Contract or any other Defined Workplace Industry Requirement(s)):

- (a) **Passport** (Australian, New Zealand or Foreign) [70 points]
- (b) **Full Birth Certificate + Photo ID** [70 points]
(ONLY IF you are an Australian or New Zealand Citizen and DO NOT have a Passport. Acceptable Photo ID: Driver's Licence, Proof of Age card, or Government Student ID).
- (c) **Change of Name Document**
(ONLY WHEN your Current Name differs from any of the documents above. Acceptable Document includes Change of Name Certificate OR Australian Marriage Certificate issued by a Registry of Births, Deaths and Marriages).
- (d) **Consent for the Business to perform a VEVO check**
(ONLY WHEN you are NOT an Australian or New Zealand Citizen)
- (e) **Role-Specific Requirements** (Business will advise if needed)
 - Driver's Licence [40 points]
 - Blue Card / Working with Children Check (or State equivalent)
 - White Card / Construction Induction Card (CPCWHS1001)
 - NDIS Worker Screening Check (mandatory for risk-assessed disability support roles)
 - National Police Check (Typically Provided-By Business NOT the Volunteer)
 - Medical Clearance / Health Assessment
 - Working with Vulnerable People Check (ACT, TAS, SA, NT – where applicable)
 - RSA / Responsible Service of Alcohol Certificate (for roles serving alcohol)
 - Food Safety / Food Handling Certificate (for food preparation roles)
 - Traffic Record / Driver Authority Check (for roles involving driving company vehicles)
 - Other Clearance / Licence: _____

The Business MUST and will ensure PRIOR to the Volunteers First Day that:

- All required Identity and Right-to-Work documents have been sighted and verified; and
- A VEVO check has been completed for all non-Australian and non-New Zealand citizens (Temporary Visa Holders and Permanent Residents).

The Volunteer acknowledges that failure to provide satisfactory Identity documents may prevent the Business from completing necessary screening and may result in the Volunteer being unable to commence or continue providing the Volunteer Services.