

## **Chopped Rod and Custom PTY LTD Volunteer Agreement**

Personal and Confidential

We recommend you keep a copy and print for your records.

### **Introduction**

This Agreement is made between Chopped Rod and Custom PTY LTD (“the festival”) and you (“the volunteer”). Both the Festival and the Volunteer wish to enter into a relationship of mutual trust and good faith designed to meet their mutual ambitions and to maintain the utmost flexibility in their dealings on the terms and conditions of this Agreement. As a prudent organisation, the Festival must take formal legal steps to protect itself and its attendees from any potential damage that may be caused by the dishonesty and/or misconduct of Volunteers and the Volunteer has agreed to do everything requested to fulfill this requirement. For avoidance of any doubt, this Agreement requires the Volunteer strictly to comply with, amongst other things, the Occupational Health and Safety Act 2004 (Vic) including obligations, responsibilities and duties contained therein. Therefore, before commencing and during the Festival you must disclose any medical condition that you have that could affect your ability to volunteer at the Festival.

### **Appointment**

The Festival engages the Volunteer and the Volunteer agrees to serve the Festival in accordance with this Agreement. The Festival will provide certain benefits in return for voluntary assistance.

### **Benefits**

The Festival will provide the following benefits in consideration for services rendered by the Volunteer: (a) free entry to the Festival to the face-value of a ticket (including booking fee).

The Festival will not provide the benefits to the Volunteer and the Volunteer will incur an administrative fee of \$210.00 where the Volunteer without prior written approval of the Festival:

- (c) fails to attend for any shift as required under this Agreement;
- (d) attends for any shift intoxicated;
- (e) becomes intoxicated during any shift; or
- (f) otherwise fails to satisfactorily complete any shift for any reason that is not outside the Volunteer’s control.

For the Festival’s definitions and rules relating to points (d) and (e) above, please refer to the Volunteer Agreement Guidelines.

### **Hours and place of work**

The Volunteer will be required to be in attendance during their allocated hours, which will be confirmed in writing by the Volunteers’ Manager or their Department Manager prior to the Festival. Volunteers commit to up to 8 hours in total and will consist of 3 - 4 separate shifts to

make up this time commitment, unless otherwise agreed in writing. The Volunteer will be based at a location within the Festival site and/or relevant locations which will be confirmed in writing by the Volunteers' Manager or their Department Manager prior to the Festival.

The Festival looks forward to welcoming you formally and wishes you a happy, safe and enjoyable Festival.

Volunteers' Manager

## **VOLUNTEER AGREEMENT GUIDELINES**

### **1. The Occupational Health and Safety Act**

The Volunteer is obliged to partake in OHS instruction, training, induction as directed by Chopped Rod and Custom PTY LTD. There is no law prohibiting the consumption of alcohol at work and is not specifically mentioned in the Occupational Health and Safety Act 2004 (Vic) (the OHS Act). While the OHS Act does not refer directly to alcohol and work, it can be inferred that Volunteers must ensure that they are not under the influence or impaired by alcohol or other drugs at work. The OHS Act applies to Volunteers as it does Employees under Sections 25 and 32. All people under our control, including the general public must have the highest level of protection against risks to health and safety. Section 32 of the OHS Act imposes a duty on all persons not to recklessly endanger any other persons at workplaces, while Section 25 of the OHS Act outlines the duties of Employees as: While at work, an Employee (and Volunteer) must take reasonable care for his or her own health and safety and for the health and safety of persons who may be affected by the Employee's (Volunteer's) acts or omissions at a workplace. Employees (and Volunteers) must cooperate with their employers with respect to any action taken by the employer to comply with a requirement imposed by or under this Act or the regulations. While at work, Employees (and Volunteers) must not intentionally or recklessly interfere with or misuse anything provided at the workplace in the interests of health, safety or welfare. A Volunteer will be deemed to be 'intoxicated' if: The Volunteer's faculties are, by reason of the Volunteer being under the influence of intoxicating liquor or a drug (except a drug administered by, or taken in accordance with the directions of, a person lawfully authorised to administer the drug), so impaired that that the Volunteer is unfit to be entrusted with the employee's duties or with any duty that the Volunteer may be called upon to perform.

### **2. Breath Testing**

The definition of intoxication for the purpose of the Volunteer Agreement is a blood alcohol concentration (BAC) of 0.05 or higher, as estimated by onsite breath testing. BAC levels will be measured with a hand held breathalyser unit, identical to those currently in use by police in Victoria. Tests will be carried out randomly in any of three situations:

1. Upon signing in for your assigned shift
2. During your given shift
3. At the end of your shift, upon sign out

Returning a BAC reading of 0.05, or higher, at any of these stages, will see the terms and conditions of your Volunteer Agreement enforced.

### **4. Other items**

The Volunteer is obliged to hand any lost property to the Information or Site Management team on finding the item. The Volunteer is obliged to pay for any parking/traffic infringements and

follow all road rules. The Volunteer's direct Manager must approve any out of pocket expenses in writing before costs are incurred. If the Volunteer breaches any part of this agreement the Festival may request the Volunteer to reimburse the Festival for any associated expenses. This includes but is not limited to; medical treatment and transport, vehicle repairs and insurance excess. We thank you in advance for abiding by these regulations in conjunction with the Volunteer Agreement terms and conditions.

## **ACKNOWLEDGMENT AND ACCEPTANCE**

I confirm I have read, understood and accept the terms contained in this agreement, including the Volunteer Agreement Guidelines. Having read these Volunteer Agreement Guidelines I am aware that breath testing may be used at the Festival as the sole method of determining BAC levels in employees. I understand that if my breathalyser result is 0.05 or greater when tested, then I will have breached my agreement with the Festival. I further understand that failure or refusal to undertake testing will also breach my agreement with the Festival. By accepting this Agreement I agree that the terms and conditions in this Agreement are fair and equitable in all the circumstances. I also agree and acknowledge that it is an express term of this Agreement that the Volunteer conditions contained herein can be used to off-set in the best way possible any modern award term, condition or entitlement or legislative provision that may apply to me. I confirm I also accept the **terms and conditions** and the festival **rules** and understand that a breach of these will also breach my agreement with the Festival.