



True Volunteer Foundation

**True Volunteer  
Agreement**







## Document Terms & Conditions:

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Full Terms & Conditions can be found at:

[www.truevolunteerfoundation.org/documentation](http://www.truevolunteerfoundation.org/documentation)

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**THIS AGREEMENT** is entered into on the day the True Volunteer engages in volunteering activities with True Volunteer Foundation (the **Effective Date**)

**BETWEEN:**

**TRUE VOLUNTEER FOUNDATION**, a private company limited by guarantee incorporated in England and Wales (company number 05338347) and having its registered office at 75 Park Lane, United Kingdom CR9 1XS (**TVF**);

and

The Individual who has communicated with TVF that they have a desire to provide volunteering services (the **True Volunteer**),

(each a **Party** and together, the **Parties**).

By agreeing to become a True Volunteer and commencing with Volunteering activities, the individual agrees to these Terms & Conditions. Any concerns and questions should be directed in writing to [info@truevolunteer.org](mailto:info@truevolunteer.org)

**DUNDAS & WILSON LLP**

Northwest Wing  
Bush House  
Aldwych  
London  
WC2B 4EZ

Tel 020 7240 2401  
Fax 020 7240 2448  
DX127 LDE

Ref: CMcD/PLG/MOB009.0001



## 1 INTRODUCTION

A. TVF is a UK registered charity vetted and monitored by the Charity Commission with registration number 1113789. TVF's objects (the **Objects**) are:

To alleviate poverty, particularly but not exclusively in the developing world through a number of means including the advancement of education, micro-finance, the preservation of health and the relief of need, being primarily but not limited to the:

- a. benefit of underprivileged children and senior citizens worldwide;
- b. benefit of the public through the conservation, protection and improvement of the environment;
- c. benefit of the public to relieve the suffering of animals in need of care and attention;
- d. benefit of rurally based populations by enabling access to services and micro-finance (i.e. small loans); and
- e. Furtherance of such other generic charitable purposes that the Directors (as defined below) in their absolute discretion determine; as long as it reflects the main goal of alleviating poverty.

B. TVF, through its five brands: LifeCycle; GreenCycle; PhoneCycle; AnimalCycle and SeniorCycle, offers fundraising grants and support to charities registered predominantly in the United Kingdom that have similar objects to TVF.

C. TVF wishes the True Volunteer to perform services for TVF pursuant to this Agreement, as may be further defined, expanded or modified by TVF.

D. The True Volunteer wishes to perform such services from time to time as an independent consultant and wishes to work with a registered charity and is attracted by the True Volunteer Principle and Pay to Work concept (as defined below) and is happy to follow these accordingly.

**NOW IT IS HEREBY AGREED** as follows:

## 2 DEFINITIONS AND INTERPRETATION

2.1 The following definitions and rules of interpretation shall apply to this Agreement:

**Confidential Information** means information (whether or not recorded in documentary form, or stored on any magnetic or optical disk or memory) relating to the business, products, affairs and finances of TVF and/or the Customers for the time being confidential to TVF or to any Customer and trade secrets including, without limitation, technical data and know-how relating to the business of TVF or of any Customer or any of its or their business contacts;

**Customers** means TVF's donors, prospects, celebrity supporters, beneficiary charities, partners or other commercial contacts;

**Directors** means the Directors of TVF from time to time;



**Intellectual Property Rights** means patents, rights to inventions, copyright and related rights, trade marks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world;

**Services** has the meaning given to it in Clause 4; and

**Work Product** means all copyrights, patents, patents pending, trade secrets or other intellectual property rights associated with any ideas, concepts, techniques, inventions, processes or works of authorship developed or created by the True Volunteer in performing the Services.

- 2.2 The headings in this Agreement are inserted for convenience of reference only and shall not affect its construction.
- 2.3 A reference to one gender includes the other gender.
- 2.4 Words in the singular shall include the plural and vice versa.
- 2.5 It is recognised the True Volunteer will usually be an individual but might also include another party (i.e. a company). Hence, the reference to “he”, “him” or “his” is for convenience purposes and will include this meaning as and when required.
- 2.6 A reference to a document is a reference to that document as varied or novated from time to time.
- 2.7 Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

### 3 TERM

- 3.1 The True Volunteer shall provide the Services (as defined below) to TVF from the Effective Date unless and until this Agreement is terminated by either Party in accordance with Clause 12 (the **Term**).

### 4 DUTIES

- 4.1 The True Volunteer shall use his best endeavours to promote the Objects and, unless prevented by ill health or accident, devote between 5 and 35 hours in each calendar week (the exact number will be agreed by electronic mail between the parties) to carrying out pre-defined services (again to be agreed between the parties by electronic mail) for TVF (the **Services**):
- 4.2 If the True Volunteer is unable to provide the Services due to illness or injury he shall notify the Directors (or where relevant his line manager) as soon as reasonably practicable.



- 4.3 With the prior written approval of the Directors and subject to the following proviso, the True Volunteer may appoint a suitably qualified substitute to perform the Services on his behalf, provided that the substitute shall be required to enter into such direct undertakings with TVF as the Directors in their absolute discretion require. The True Volunteer shall be responsible for the remuneration of (and any expenses incurred by) the substitute.
- 4.4 The True Volunteer shall ensure that he is available on reasonable notice to provide such assistance or information as TVF may require.
- 4.5 The True Volunteer acknowledges that TVF operates in economically deprived and potentially volatile regions of the world, and that in carrying out the Services, he does so entirely at his own risk. Where the Services are carried out in such regions, the True Volunteer shall take all reasonable safety precautions, including the consultation of the British Foreign and Commonwealth Office where applicable. For the avoidance of doubt and subject to Clause 11.4, TVF shall not be liable for any loss or damage incurred by the True Volunteer in carrying out the Services in such regions.
- 4.6 The True Volunteer has no authority (and shall not hold himself out as having authority) to bind TVF, unless the Directors have specifically permitted this in writing in advance.

## 5 FEES AND EXPENSES

- 5.1 TVF being governed by the strict principle that no commissions, wages or administration or management fees can be deducted from any donations, grants or sponsorships received by it (the **True Volunteer Principle**); no wage or other sum is payable to the True Volunteer by TVF under this Agreement except such sums as are permitted by this Clause 5, the provision of services on such terms being known as "**Pay to Work**".
- 5.2 Notwithstanding Clause 5.1 above, where the True Volunteer incurs personal expenses in excess of £100 in providing the Services the True Volunteer will be entitled to be reimbursed from the property of TVF such amount in excess of £100 provided that:
- 5.2.1 the total personal expenses incurred by the True Volunteer are reasonable and have been properly incurred;
  - 5.2.2 the total personal expenses are incurred by the True Volunteer in the course of one financial year;
  - 5.2.3 any reimbursement paid to the True Volunteer under this Clause 5.2 is immediately repaid to TVF as a charitable donation (in this case there might be no transfer of funds between the True Volunteer and TVF); and



5.2.4 the True Volunteer pays sufficient UK income tax and/or capital gains tax to qualify for gift aid relief in respect of the donation in Clause 5.2.3 and provides TVF with a gift aid declaration in respect of that donation.

For the purposes of this Clause 5.2 “**personal expenses**” means travel, telephone, email, personal stationery, subsistence, accommodation and other expenses deemed suitable by the Directors.

## 6 OTHER ACTIVITIES

Subject to Clause 8 the True Volunteer may be engaged, employed or concerned in any other business, trade, profession or other activity which does not place him in a conflict of interest with TVF.

## 7 MEMBERSHIP OF TVF

7.1 If the True Volunteer is in full compliance with this Agreement for at least one (1) year from the Effective Date the True Volunteer shall be entitled to apply to the Directors for membership of TVF in accordance with Article 2 of the Articles of Association of TVF.

## 8 CONFIDENTIALITY

8.1 The True Volunteer acknowledges that in the course of the providing the Services to TVF he will have access to Confidential Information. The True Volunteer has therefore agreed to accept the restrictions in this Clause 8.

8.2 The True Volunteer shall not (except in the proper course of his duties) either during the Term or at any time after the termination of this Agreement, use or disclose to any person, firm or company (and shall use his best endeavours to prevent the publication or disclosure of) any Confidential Information. This restriction does not apply to:

8.2.1 any use or disclosure authorised by TVF or required by law; or

8.2.2 any information which is already in, or comes into, the public domain otherwise than through the True Volunteer’s unauthorised disclosure.

8.3 All documents, manuals, hardware and software provided for the True Volunteer’s use by TVF, and any data or documents (including copies) produced, maintained or stored on TVF’s computer systems or other electronic equipment, remain the property of TVF.

## 9 TRUE VOLUNTEER WARRANTIES

9.1 The True Volunteer represents and warrants to TVF that:

9.1.1 none of the provisions of this Agreement contravene or are in conflict with any agreements of the True Volunteer with, or obligation to, any other person, firm, corporation or



government, including, without limitation, employment agreements, disclosure agreements or agreements for the assignment of inventions;

9.1.2 he has not and will not take any action which would or would be likely to damage TVF's reputation;

9.1.3 he will only use TVF's name and charity registration number with the prior consent of the TVF and in relation to the provision of the Services and in accordance with the Objects; and

9.1.4 he has never been convicted of any criminal offences, other than minor road traffic offences.

## **10 INTELLECTUAL PROPERTY**

10.1 The True Volunteer hereby assigns to TVF all existing and future Intellectual Property Rights in the Work Product and all materials embodying such rights to the fullest extent permitted by law. Insofar as they do not so vest automatically by operation of law or under this Agreement, the True Volunteer holds legal title in such rights on trust for TVF.

10.2 The True Volunteer undertakes:

10.2.1 to notify to TVF in writing full details of any Work Product promptly on its creation;

10.2.2 whenever requested to do so by TVF and in any event on the termination of this Agreement, promptly to deliver to TVF all correspondence, documents, papers and records on all media (and all copies or abstracts of them), recording or relating to any part of the Work Product and the process of its creation which are in his possession, custody or power;

10.2.3 not to register nor attempt to register any of the Intellectual Property Rights in the Work Product unless requested to do so by TVF; and

10.2.4 to do all acts necessary to confirm that absolute title in all Intellectual Property Rights in the Work Product has passed, or will pass, to TVF.

10.3 In addition to the warranties contained at Clause 9 above, the True Volunteer warrants to TVF that:

10.3.1 he has not given and will not give permission to any third party to use the Work Product, nor any of the Intellectual Property Rights in the Work Product;

10.3.2 he is unaware of any use by any third party of any of the Work Product or Intellectual Property Rights in the Work Product; and

10.3.3 the use of the Work Product or the Intellectual Property Rights in the Work Product by TVF will not infringe the rights of any third party.



- 10.4 The True Volunteer waives any moral rights in the Work Product to which he is now or may at any future time be entitled under Chapter IV of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction, including (but without limitation) the right to be identified, the right of integrity and the right against false attribution, and agrees not to institute, support, maintain or permit any action or claim to the effect that any treatment, exploitation or use of such Work Product or other materials, infringes the True Volunteer's moral rights.
- 10.5 For the avoidance of doubt, the True Volunteer acknowledges that no remuneration or compensation may become due to the True Volunteer in respect of the performance of his obligations under this Clause 10.
- 10.6 The True Volunteer undertakes, at any time either during or after the Term, to execute all documents, make all applications, give all assistance and do all acts and things as may, in the opinion of the Directors, be necessary or desirable to vest the Intellectual Property Rights in, and to register them in, the name of TVF and to defend TVF against claims that works embodying Intellectual Property Rights infringe third party rights, and otherwise to protect and maintain the Intellectual Property Rights in the Work Product.
- 10.7 The True Volunteer hereby irrevocably appoints TVF to be his attorney to execute and do any such instrument or thing and generally to use his name for the purpose of giving TVF or its nominee the benefit of this Clause 10 and acknowledges in favour of a third party that a certificate in writing signed by a Director that any instrument or act falls within the authority conferred by this Clause 10 shall be conclusive evidence that such is the case.

## 11 LIMITATION OF LIABILITY AND INDEMNITIES

- 11.1 Subject to Clause 11.4, TVF shall not under any circumstances be liable to the True Volunteer under the law of tort, contract or otherwise for any loss of profits or contracts or any indirect or consequential loss or damage, howsoever caused whether arising out of or in connection with this Agreement.
- 11.2 The True Volunteer agrees to add the website links [www.truevolunteer.org/emaildisclaimer](http://www.truevolunteer.org/emaildisclaimer) and [www.truevolunteer.org/documentation](http://www.truevolunteer.org/documentation) to all e-mails and documents sent electronically by him in his capacity as a True Volunteer.
- 11.3 The True Volunteer shall indemnify and hold harmless and continue to indemnify and hold harmless TVF against any:
- 11.3.1 claims, actions, damage, loss or expense whatsoever as a result of the performance (or failure to perform) by the True Volunteer, or his servants or agents, of his obligations under this Agreement;
- 11.3.2 claims or demands that may be made by the relevant authorities in respect of income tax, social insurance, penalties or interest relating to such payments in respect of the provision of the Services; and



- 11.3.3 legal liabilities incurred by TVF resulting from a failure by the True Volunteer to add the website links referred to in Clause 11.2 above to any e-mail and/or document sent electronically by the True Volunteer in his capacity as a True Volunteer.
- 11.4 The exclusions and limitations on liability set out in this Agreement do not apply to liability arising in connection with death or personal injury resulting from a party's negligence, or that party's fraud, wilful default or negligence (or that of a party's directors, True Volunteers, Trustees or Members).

## **12 TERMINATION AND NOTICES**

- 12.1 TVF may terminate this Agreement with immediate effect if:
  - 12.1.1 the True Volunteer is in breach of any of his obligations under this Agreement; or
  - 12.1.2 other than as a result of illness or accident, after notice in writing from TVF, the True Volunteer wilfully neglects to provide or fails to remedy any default in providing the Services.
- 12.2 Either Party may terminate this Agreement by giving notice to the other Party in the event that the other Party:
  - 12.2.1 is in breach of any of the terms of this Agreement which, in the case of a breach capable of remedy, is not remedied by the Party in default at its own cost and expense within seven days of receipt of a notice specifying such breach and requiring its remedy;
  - 12.2.2 is unable to pay its debts (within the meaning of section 123(1) of the Insolvency Act 1986) or an order is made or a resolution passed for its liquidation, winding-up or dissolution (otherwise than for the purpose of a solvent amalgamation or reconstruction) or an administrative or other receiver, manager, trustee, liquidator, administrator or similar officer is appointed over it or all or any substantial part of its assets or takes formal steps towards making any kind of composition, compromise or arrangement involving it and any of its creditors, or anything analogous to the foregoing shall occur in any jurisdiction;
  - 12.2.3 is adjudicated bankrupt or commits any act of bankruptcy or makes any arrangement or composition with his creditors;
  - 12.2.4 is convicted of any offence other than a minor road traffic offence;
  - 12.2.5 is restricted or disqualified as a company director of any company; or
  - 12.2.6 has at any time been dismissed from employment for misconduct.
- 12.3 Without limiting any other remedy, either Party may terminate this Agreement by giving the other Party three (3) months' written notice of its intention to terminate.
- 12.4 Any delay by either Party in exercising its rights to terminate shall not constitute a waiver thereof.



- 12.5 Notice by e-mail in English to the either Party's e-mail address last notified shall be valid under this Agreement. Proof that a notice contained in an e-mail was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that such notice was given.
- 12.6 In the event that e-mail notification pursuant to Clause 12.5 is not reasonably practicable, notice under this Agreement must be in writing and in English and may be given by an authorised representative of the sender. Notice may be given to a Party:
- 12.6.1 personally;
  - 12.6.2 by leaving it at the Party's address last notified;
  - 12.6.3 by sending it by pre-paid mail to the Party's address last notified; or
  - 12.6.4 by sending it by facsimile to the Party's facsimile number last notified and then confirming it by pre-paid mail to the Party's address last notified.

### **13 CONSEQUENCES OF TERMINATION**

- 13.1 On the termination of this Agreement the True Volunteer shall:
- 13.1.1 immediately deliver to TVF all documents, books, materials, records, correspondence, papers and information (on whatever media and wherever located) relating to the business or affairs of TVF or any Customer, any keys, and any other property of TVF or any Customer, which is in his possession or under his control;
  - 13.1.2 irretrievably delete any information relating to the business of TVF or any Customer 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 TVF; and
  - 13.1.3 upon request by TVF, provide a written statement that he has complied fully with his obligations under this Clause 13.
- 13.2 Notwithstanding Clause 12, Clauses 8, 9.1.2, 9.1.3, 10.2 - 10.6, 11.1, 11.3, 13, 16 and 19 shall survive termination of this Agreement and continue in full force and effect.

### **14 STATUS**

- 14.1 The True Volunteer will be an independent consultant of TVF and nothing in this Agreement shall render the True Volunteer an employee, worker, agent or partner of TVF and the True Volunteer shall not hold himself out as such.
- 14.2 The True Volunteer procures that they do not have a criminal record or have not been allowed to work with any other charity or organisation of any kind.



## 15 TVF POLICY AND INTRANET

- 15.1 The True Volunteer agrees to follow the guidelines set forth at [www.truevolunteer.org/intranet](http://www.truevolunteer.org/intranet) (the **Intranet**) and realises all information contained therein, including but not limited to access usernames and passwords, are highly confidential and are governed by the terms of Clause 7 of this Agreement. For the avoidance of doubt, the True Volunteer is not permitted to provide any information contained on the Intranet, including his usernames and passwords, to any third party, and such actions will constitute a material breach of this Agreement.
- 15.2 TVF is committed to compliance with the Data Protection Act 1998 (the **Act**). All True Volunteers are expected to understand TVF's policies, procedures and guidelines (including but not limited to those in relation to information security and data protection) on the Intranet. In particular the document entitled "TVF –Policies, Procedures & Guidelines Manual", within one (1) week of receiving the relevant Intranet login details from TVF. The True Volunteer will be deemed to be familiar with the content of such documentation upon the expiry of that one week period unless he notifies TVF by e-mail of a specific query in relation to it within such period. Any breach of such policies, procedures or the Act by the True Volunteer will constitute a material breach of this Agreement.

## 16 NON-SOLICITATION

- 16.1 Except insofar as permitted by the terms of the Agreement both Parties agree not to solicit the services of or employ any of the other Party's employees during the term of this Agreement and for a period of twenty-four (24) months thereafter without the other Party's prior written consent.

## 17 ENTIRE AGREEMENT

- 17.1 The Parties have read and understand this Agreement and agree that it constitutes the complete and exclusive statement of the agreement between the Parties with respect to the subject matter of this Agreement and supersedes all proposals, representations, understandings and prior agreements, whether oral or written, and all other communications between them relating thereto.

## 18 ASSIGNMENT, VARIATION AND THIRD PARTY RIGHTS

- 18.1 The True Volunteer may not assign or otherwise dispose of any rights or delegate any obligations under this Agreement without the prior written consent of TVF.
- 18.2 This Agreement may only be varied by a document signed by both the True Volunteer and TVF.
- 18.3 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement and no person other than the True Volunteer and TVF shall have any rights under it. The terms of this Agreement or any of them may be varied, amended or modified or this Agreement may be suspended, cancelled or terminated by agreement in writing between the parties or this Agreement may be rescinded (in each case), without the consent of any third party.



## 19 ARBITRATION AND GOVERNING LAW

- 19.1 This Agreement shall be governed by and construed in accordance with the law of England and Wales.
- 19.2 The Parties shall attempt to resolve any dispute arising out of or relating to this Agreement through negotiations between TVF management and the True Volunteer, who have authority to settle the same. If the matter is not resolved by negotiation within thirty (30) days of receipt of a written 'invitation to negotiate', the Parties will attempt to resolve the dispute in good faith through an agreed Alternative Dispute Resolution (**ADR**) procedure, or in default of agreement, through an ADR procedure as recommended to the Parties by the President or the Vice President, for the time being, of the Chartered Institute of Arbitrators.
- 19.3 If the matter has not been resolved by an ADR procedure within sixty (60) days of the initiation of that procedure, or if any Party will not participate in an ADR procedure, the dispute may be referred to arbitration by any Party. The seat of the arbitration shall be England and Wales. The arbitration shall be governed by both the Arbitration Act 1996 and rules as agreed between the Parties. The arbitrator shall be an individual appointed by the Charity Commission for England and Wales. Should the Parties be unable to agree on the rules for arbitration, either Party may, upon giving written notice to other Party, apply to the President or the Vice President, for the time being, of the Chartered Institute of Arbitrators for any decision on rules that may be necessary.
- 19.4 Nothing in this clause shall be construed as prohibiting a Party from applying to a court for interim injunctive relief.
- 19.5 For the purposes of Clause 19.4 each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts of England and Wales.
- 19.6 For the avoidance of doubt, by agreeing to become a True Volunteer and commencing with Volunteering activities, the individual agrees to these Terms & Conditions. Any concerns and questions should be directed in writing to [info@truevolunteer.org](mailto:info@truevolunteer.org)



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75, Park lane, CR9, 1XS, United Kingdom  
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