



# Volunteering Deed

2018 / 2019

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## Parties

1. **Melbourne Football Club (ABN 27 005 686 902)** of MCG, Great Southern Stand, Brunton Avenue, East Melbourne 3002 in the State of Victoria **(the Club)**.
2. **Name of Volunteer** of **Address**, in the State of Victoria **(the Volunteer)**.

## Background

- A. The Club is a professional Australian Rules Football club.
- B. The Volunteer has offered to volunteer for the Club and perform the Duties from time to time **(Voluntary Engagement)**.
- C. The Volunteer has agreed to comply with the terms of this Deed in respect of the Voluntary Engagement.

## Defined terms and interpretation

**Claims** means any or all actions, complaints, suits, proceedings including any Fair Work Commission proceedings, claims and demands or any legal, administrative, governmental, arbitral or other proceedings or investigations.

**Deed** means the terms and conditions contained in this document (including any schedules) and includes any variations made to it.

**Duties** means the duties of the Volunteer outlined in Item 6 of the Schedule or other duties that the Club may reasonably request the Volunteer to provide from time to time, according to the requirements of the Club at its discretion.

**Property** means all items supplied by the Club and used, exclusively or non-exclusively, by the Volunteer in performing his or her duties under this Deed.

## **Operative provisions**

### **1. Nature of the Engagement**

- (a) The Volunteer is engaged in a voluntary basis by the Club.
- (b) There is no obligation upon the Volunteer to perform the Duties when requested by the Club.
- (c) Nothing in this Deed is to be construed as creating or evidencing an independent contractor or employment relationship between the Club and the Volunteer.
- (d) The Volunteer agrees that he or she is not entitled to any payments or benefits in respect of performing the Duties during the Voluntary Engagement (including but not limited to wages and leave entitlements under industrial laws).
- (e) The Volunteer agrees to comply with all reasonable directions of the Club in respect of performing the Duties during the Voluntary Engagement.

### **2. Commencement Date and Volunteer Engagement**

- (a) This Voluntary Engagement will commence on the Commencement Date set out in Item 1 of the Schedule.
- (b) The terms of this Deed will govern the Voluntary Engagement on each instance the Volunteer conducts voluntary work at or on behalf of the Club and shall continue to operate until terminated.
- (c) For the duration of the Voluntary Engagement, the Volunteer will report to the person or position identified in Item 4 of the Schedule, or such other person or position as the Club otherwise nominates from time to time (**Contact Person**).
- (d) The Volunteer will primarily perform the Duties at the Premises described in Item 5 of the Schedule. This may change from time to time depending on the requirements of the Club.

### **3. Duties**

- (a) During the Voluntary Engagement, the Club may request or roster the Volunteer to perform some or all of the Duties at various times.
- (b) During the Voluntary Engagement the Volunteer must:
  - (i) perform the Duties to the best of his or her abilities and knowledge;
  - (ii) ensure that the Duties are performed in a manner that does not jeopardise the health and safety of the Volunteer or any other person in the place where the Duties are being performed;

- (iii) not act in any manner that is inconsistent with laws regarding equal opportunity, discrimination or harassment;
  - (iv) serve the Club faithfully, efficiently and diligently and exercise all due care and skill in the performance of the Duties;
  - (v) use his or her best endeavours as a volunteer to promote and enhance the Club's interests and viability;
  - (vi) not intentionally do anything that is or may be harmful to the Club; and
  - (vii) comply with all lawful and reasonable directions given by the Club.
- (c) The Volunteer warrants that he or she is not aware of any limitations on his or her ability to fully perform the Duties, including but not limited to, medical conditions or injuries.
  - (d) The Volunteer will be required to undertake any necessary checks required by the Club before being permitted to perform the Duties. This includes the mandatory requirement to hold a current and valid Working With Children Check. The Volunteer agrees that this is a reasonable requirement and agrees to undertake any check that the Club may reasonably require.
  - (e) The Volunteer must disclose all past criminal convictions to the Club prior to the Commencement Date. The Volunteer has an ongoing obligation to the Club to disclose any criminal charges that the volunteer is convicted of during the Voluntary Engagement.
  - (f) The Club will not accept responsibility for the personal items of the Volunteer, should such items be left unattended or unsecured.
  - (g) The Club will not facilitate, under any insurance policy, insurance coverage for the personal property of the Volunteer.

#### **4. General Requirements as a Volunteer**

- (a) The Volunteer should ensure that they are punctual and ready to perform the Duties at the time requested or rostered by the Club.
- (b) While the Club relies upon the involvement of its volunteers, there is no obligation upon the Volunteer to perform the Duties when requested by the Club. Should the Volunteer be unable to perform the Duties at a requested or rostered time due to illness, injury or any other reason, the Volunteer should notify the Contact Person as soon as practicable to enable the Club to make alternative arrangements.
- (c) Should the Volunteer have any dispute or grievance with the Club, the grievance must be directed to the Contact Person.

## **5. Policies and Procedures**

- (a) The Volunteer is required to comply with all policies and procedures of the Club relating to the Voluntary Engagement. These policies and procedures will be provided to the Volunteer by the Club,
- (b) Notwithstanding clause 5(a) or any other provision of this Deed, the policies and procedures of the Club:
  - (i) are for the benefit of the Club only and do not impose any contractual obligations on the Club;
  - (ii) are not incorporated into and do not form part of this Deed or terms and conditions of the Voluntary Engagement; and
  - (iii) may be varied, replaced or withdrawn by the Club at any time at the Club's complete discretion.

## **6. Cessation of Voluntary Engagement**

### **6.1 Termination**

The Voluntary Engagement can be terminated at any time by the Club or the Volunteer.

### **6.2 Return of Property**

Upon termination of the Voluntary Engagement for any reason, the Volunteer must promptly at the request of the Club, disclose and deliver up to the Club, all Property of the Club in the Volunteer's possession, custody or control.

## **7. General Provisions**

### **7.1 Governing law**

This Deed is governed by and interpreted in accordance with the laws of the State of Victoria and each party submits to the exclusive jurisdiction of the Courts of that State and the Commonwealth of Australia.

### **7.2 Entire Deed**

The contents of this Deed is intended to form a statement of all the terms and conditions of the Volunteer's Voluntary Engagement with the Club. This Deed is specifically intended to exclude the operation of any prior individual deed or agreement and any prior written or verbal undertakings or statements.

### **7.3 Social Media**

Only authorised people may speak on behalf of the Melbourne Football Club. Staff that wish to express or transmit Club material need to seek approval through the Club's media department.

Those who wish to express any reference in relation to the Melbourne Football Club or any other AFL related issues must also have their social media accounts authorised by the club's media department and complete the Club's social media induction/training.

Specific guidelines for authorised users:

- The AFL have clear positions in relation to Respect and Responsibility and Gaming which must be considered in any communications.
- Club Information must be released through the Melbourne Football Club's official Club social media accounts before others can publish such information through their individual accounts.
- Social Media should not be used for the posting or exchanging information that has the potential to embarrass or bring the Melbourne Football Club or its related parties into disrepute.
- Social Media should not be used for communicating confidential or competitively/commercially sensitive information without express permission of the Melbourne Football Club.
- Social Media should not be used for the posting of photos of Melbourne Football Club events or individuals (including stakeholders) without the permission of the Melbourne Football Club.
- When using social media and where possible, identify yourself and state that any opinions are yours and do not represent those of the Melbourne Football Club.
- The Club has the right to access any data lists you accumulate whilst working at the Melbourne Football Club.

General Advice

- Use common sense and good judgment - your statements could have an impact on you and the Melbourne Football Club's reputation. Remember that what you post or publish will become public information.
- If you would not say something to a member of the media, do not publish it on any form of social media.
- You are accountable for your actions and what you communicate via social media.
- Directors, administrators, football department staff and players who are unsure whether or not they are authorised to publish opinions or views of the Melbourne Football Club should contact the Media Department.

#### **7.4 Confidentiality**

You shall not at any time during your volunteering with MFC, or at any time after it ceases for any reason, other than in the proper course of performing your duties, or as required by law, disclose, divulge, impart, or reveal to any other person, firm or company, or use or attempt to use in any manner which may injure or cause loss either directly or indirectly to MFC or its business, any Confidential Information which may come to your knowledge during your volunteering hereunder.

"Confidential Information" includes all information relating to the current or future business interests, methodology or affairs of MFC or any person or entity with which it deals or is concerned which is reasonably regarded as confidential, being information not in the public domain or known to competitors of MFC.

Confidential information includes but is not limited to:

- financial and business (including technical, marketing, sales and human resources)
- information, strategies and plans of MFC;
- names and lists of MFC's clients, prospective clients, members, suppliers, sponsors, and
- players;
- all football related information including, but not limited to, recruiting data and strategies,
- match day information and strategies, player contracts, staff contracts, training
- methodologies, game plans;
- trade secrets, inventions, patents and novel designs of MFC; and/or
- technology developed or used by MFC, and documents including papers, software, manuals,
- diagrams, graphs, charts, projections, specifications, estimates, records, concepts,
- discoveries, ideas, designs, formulae, processes, documents, accounts, plans, drawings,
- methods, techniques, price lists, enquiry lists, market research information, correspondence, letters and papers of every description including copies or extracts from such information relating to MFC's affairs or business.

## **7.5 Severability**

Any provision of this Deed which is invalid in any jurisdiction must in relation to that jurisdiction:

- (a) be read down to the minimum extent necessary to achieve its validity, if applicable; and
- (b) be severed from this Deed,

without invalidating or affecting the remaining provisions of this Deed or the validity of that provision in any other jurisdiction.

## Executed as a Deed

**Signed, Sealed and Delivered by** )  
**Volunteer:** )

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Signature of volunteer