



# Mangrove Yoga Ashram

Yoga Association of Mangrove Mountain Inc ABN 48 596 099 032

## Date

## Private and Confidential

[Legal Name]

[Spiritual Name]

[Address]

[Address]

[Address]

(the "Volunteer")

Dear [Name]

On behalf of Yoga Association of Mangrove Mountain Ltd (ABN 48 596 099 032) ("the Ashram"), I am pleased to engage you for work on a voluntary basis according to the terms and conditions set out below.

## Period of Agreement

This Agreement will commence on **Start Date** and will continue until terminated in accordance with this Agreement.

## Position and Type

You will be engaged to work in the position of **Position Title**. You will be engaged on a **Full time/Part-time** capacity. Your duties and responsibilities are contained in the Position Description in Schedule "A", attached to and forming part of this Agreement.

## No Employee/Employer Relationship

For clarity; nothing in this agreement should be read or construed as there being in existence a employee / employer relationship between the Ashram and yourself.

## Reporting

You will report to the **Title**, however, the Ashram may change your reporting arrangements in accordance with the needs of the business.

Your primary location for work will be 300 Mangrove Creek Road, Mangrove Creek, NSW, 2250. However, the Ashram may require you to work at other locations in accordance with the needs of the business.

## Hours

The Ashram's usual office hours are **Define start and finish times, Days to be worked**. You are expected to work **Hours as Number, e.g. 30** ordinary hours per week, averaged over 26 weeks or



the maximum period permissible, within the Ashram's usual office hours. However, reasonable additional hours to achieve the efficient and effective performance of your duties will be required.

Your required hours of work are specified in the Position Description and Classification Document in Schedule "A".

Due to the nature of your role, you may be required to work outside normal business hours and to adopt a degree of flexibility during these times.

### **Remuneration**

We cherish your participation in the Ashram as a Volunteer. Accordingly, we stress that you will not be paid any remuneration for your services, nor is there any agreement for you to receive payment at some future date.

### **Transition from Volunteer to Employee**

As the Ashram is a not-for-profit business, it is not possible to guarantee that a paid employee position is available should a transition be requested.

Should you request a change of status from Volunteer to paid Employee and a position is available, a new Contract will need to be negotiated between the Ashram and yourself to enable this transaction.

### **Reimbursements**

You will be reimbursed for all reasonable expenses incurred in the proper performance of your duties and responsibilities which have been authorised by the Ashram in advance. You are required to produce evidence to the Ashram's satisfaction of payment for such expenses.

From time to time, you may be required to travel on behalf of the Ashram for varying periods. You must maintain accurate records of all Work-Related Expenses as outlined in the Ashram Policy & Procedure Guide.

You will abide by the terms of any Ashram policies, guidelines, procedures and processes concerning travel and levels of expenditure, including entertainment and the giving and receiving of gifts. You agree that you will not accept any payment or other benefit in money or kind from any person as an inducement or reward for any act (including a failure to act) in connection with any matter or business transacted for or on behalf of the Ashram.

### **Allowance**

In recognition of your incurring regular costs in providing your services as a Volunteer to the Ashram, a discretionary allowance of **\$NN.00** per **week/month** will be paid directly into a bank account of your choosing.

Nothing in this agreement mandates the payments of any money to the Volunteer.



## Performance

In the course of your engagement with the Ashram, you are required to do the following:

- (a) carry out all lawful and reasonable instructions given to you in relation to your engagement;
- (b) perform your duties and responsibilities in a proper and efficient manner;
- (c) use your best endeavours to protect and promote the business of the Ashram and any Related Entity;
- (d) during work hours, devote your whole time and attention to the business of the Ashram and any Related Entity; and
- (e) comply with all laws that are relevant to the work performed by you under this Agreement.

## Performance Reviews

Your contribution to the Ashram is vital. You therefore deserve feedback on your performance. As such we will work with you by reviewing your performance once each year. The aim of these reviews is to help you develop your skills by providing constructive feedback regarding your contribution.

## National Engagement Standard (including other leave entitlements)

You may from time to time be working with paid Employees. Our Volunteer Management Policy aims to ensure that you are entitled to the comparable work conditions.

As a Volunteer; you will not be entitled to the financial considerations inherent in the National Employment Standard or any other related instrument. You will however be entitled to work conditions at least equivalent to the National Engagement Standards and other minimum work conditions in accordance with applicable legislation and the Ashram's policies, guidelines, procedures and processes as varied from time to time, including relevant annual leave, personal/carer's long service, parental leave, community service leave, carer's leave and compassionate leave.

## Ability to Perform Duties

You represent to the Ashram that there are no limitations (including potential limitations) on your ability to fully perform all of your duties and responsibilities for the Ashram.

You warrant that you are legally eligible to work in Australia by either being a citizen, naturalized citizen, have attained permanent residency status, or possess a relevant and valid temporary visa permitting you to work in Australia. If you are not a citizen, you must provide evidence of your work status (e.g. passport showing relevant PR or visa status) by providing a certified copy to Human Resources prior to commencement. Should you be ineligible to work in Australia, your engagement will immediately cease from the date of such ineligibility.

You further agree that you will not breach continuing obligations arising from any prior engagement in the performance of your duties and responsibilities for the Ashram, including, but not limited to, confidentiality obligations.



## **Working with Children**

You also understand that as there are children present in the Ashram that you may come into contact with children (young people under the age of 18) whilst working for the Ashram. Your position has therefore been classified as child related work. You warrant that there is nothing to prevent you from working with children, including prior or pending convictions for crimes against children. You agree to submit a Working With Children Application Declaration & Consent form prior to commencing your engagement with the Ashram. You understand that your engagement with the Ashram is subject to you being approved by the relevant NSW state authority to work with children.

You warrant that any information provided by you to the Ashram prior to signing this Agreement is true and correct to the best of your knowledge.

You understand that any breach of the provisions contained in this clause will constitute grounds for immediate termination of your engagement.

## **Ashram Engagement Policies and Guidelines, Procedures and Processes**

As a worker for the Ashram you are required to comply with our policies, guidelines, procedures and processes as they relate to your engagement as varied from time to time. Such policies, guidelines, procedures and processes do not form part of your Agreement of engagement.

Information about the Ashram's policies, guidelines, procedures and processes are available from Human Resources.

A breach of the Ashram's policies, guidelines, procedures and processes may result in disciplinary action, including the immediate termination of your engagement.

## **Discrimination / Harassment / Bullying**

The Ashram is committed to providing a workplace that is free of all forms of discrimination, harassment and bullying. As a volunteer, you must also fulfil your obligations under relevant legislation and a failure to do so will be regarded as serious misconduct, which may result in immediate termination of your engagement.

## **Other Engagement and Conflict of Interest**

During your engagement with the Ashram you must not, either directly or indirectly, be involved in any firm, corporation, entity or business (whether as principal, agent, partner, shareholder, director, volunteer, consultant or otherwise) which:-

- (a) conflicts with or could potentially conflict with the business of the Ashram;
- (b) competes with or could potentially compete with the business of the Ashram;
- (c) impairs or could potentially impair your ability to act in the best interest of the Ashram;

Unless otherwise agreed between you and the company in writing.



## Opt-Out/Resignation / Termination

We recognise that you may terminate your services at any time and opt-out of this agreement.

In agreeing to join the Satyananda Yoga Ashram on a Voluntary basis however, you recognise that the Ashram in turn will be relying on you to help fulfil obligations to their students.

Accordingly both the Ashram and the Volunteer agree to provide each other with as much notice as possible. Should the situation arise where the Ashram no longer requires your services, the Ashram will endeavour to provide 4 week's notice in writing. Should the situation arise where you are no longer able to provide your services, we request that you give the Ashram 4 week's notice in writing.

Despite any other provision of this Agreement the Ashram may terminate your engagement without notice if you are guilty of serious misconduct or gross negligence in the performance of your duties.

Without limitation, serious misconduct includes:

- (a) committing any serious breach of this Agreement;
- (b) engaging in wilful or deliberate behaviour that is inconsistent with the continuation of this Agreement;
- (c) engaging in conduct that causes imminent and serious risk to the health or safety of a person or the reputation, viability or profitability of the Ashram's business;
- (d) refusing to carry out a lawful and reasonable instruction that is consistent with this Agreement;
- (e) committing theft, fraud or assault;
- (f) committing a breach of the relevant clause in this Agreement relating to your Ability to Perform Duties;
- (g) committing a breach of the Ashram's policies, guidelines, procedures and processes as set out in the relevant clause of this Agreement; or
- (h) committing any form of discrimination, harassment or bullying set out in the relevant clause of this Agreement.

Upon resignation or termination of your engagement for any reason, any amounts owed by you to the Ashram will, to the extent permitted by law, be offset against any entitlements owed to you by the Ashram. That is, if you owe the Ashram any amounts as at the date you leave your engagement, you agree to the Ashram deducting those amounts from any net amounts the Ashram must pay to you, to the extent permitted by the law.

All Property must be returned in accordance with the relevant clause of this Agreement on resignation or termination of your engagement.

Following resignation or termination of your engagement for any reason, you agree that you will not represent yourself as being in any way connected with the business of the Ashram. You further agree that you will not disparage the Ashram, its directors, managers or volunteers, in any way whatsoever.



## Property

You agree to take reasonable care of all the Ashram Property that has been allocated to you. In the event that any Property which is under your care and control is either lost or damaged, the Ashram may require you to pay a reasonable amount for the replacement or repair of such Property.

You may be required at any time or immediately upon resignation or termination of your engagement for any reason, to return to the Ashram all Property in your possession or control.

## Protection of Confidential Information

In the course of your engagement you will receive and have access to Confidential Information. You will at all times (including after termination of your engagement with the Ashram for any reason) keep confidential and not use or disclose any Confidential Information and without limiting the generality of that obligation:

- (a) you will not, on your own behalf or on behalf of any Person, either directly or indirectly, disclose Confidential Information to any other Person or Use Confidential Information except to the extent that such disclosure is required by law;
- (b) you will refrain from copying or otherwise duplicating the Confidential Information except in the normal course of your engagement;
- (c) you will maintain proper and secure custody of all Confidential Information; and
- (d) you will use your best endeavours to prevent the publication or disclosure of Confidential Information by any Person,

provided that nothing in this clause will prevent you using or disclosing Confidential Information in the normal course of your engagement by the Ashram to a Person authorised by the Ashram to receive that information.

If there should be any uncertainty as to whether information is Confidential Information, or lawfully within the public domain, such information is taken to be Confidential Information unless you are advised by the Ashram in writing that the information is not Confidential Information.

Your obligations in relation to the Confidential Information continues after termination, cessation or completion of your engagement with the Ashram, and shall be enforceable at any time at law or in equity and shall continue for the benefit of and be enforceable by the Ashram.

## Intellectual Property and Moral Rights

All Intellectual Property rights arising in relation to any Works created or developed by you in connection with your engagement with the Ashram (whether alone or with others) will belong to the Ashram, and you agree to immediately disclose to the Ashram all such Works.

You acknowledge and agree that all existing Intellectual Property rights, title and interest in all Works created or developed by you in connection with your engagement (whether alone or with others) are vested in the Ashram and, upon their creation, all such future rights will vest in the Ashram. You



agree to execute all documents and do all acts and things required or desirable to secure any Intellectual Property rights of the Ashram and any Related Entity.

You consent (for the Ashram's benefit) to any and all acts or omissions (whether occurring before or after this consent is given) in relation to all Works made or to be made by you in the course of your engagement which might otherwise infringe your Moral Rights in any or all of those Works.

You warrant that you have given this consent and undertaking genuinely, and without being subjected to any duress by the Ashram or any third party, and without relying on any representations other than those expressly set out in this Agreement.

### **Medical Examination**

If you suffer from an illness or injury of any type and the Ashram believes that Workplace Health and Safety risks may arise as a result of your performing work, the Ashram may require you to attend a medical examination to determine the extent of such risks (if any).

If you are required to attend a medical examination, you consent to the doctor providing a medical report and any other information to the Ashram. You also agree to sign any medical authority that a medical practitioner may require before releasing information to the Ashram.

### **Interpretation**

Words or phrases that have a defined meaning are identified by the use of a capital letter.

Unless the context otherwise requires:

**"Client"** includes Person who:

- (a) is or was a Person who is a resident, day visitor, volunteer or student, to whom the Ashram or any Related Entity provides and/or provided products or services at any time during the 12 months prior to the Termination Date and with whom you have had personal contact or dealings or with whom a person reporting to you has had personal contact or dealings.
- (b) has entered into discussions or negotiations with you on behalf of the Ashram or any Related Entity at either the Person's own initiative or at the initiative of the Ashram or the Related Entity at any time during the 12 months prior to the Termination Date with a view to receiving products or services provided by the Ashram or the Related Entity and who had not notified the Ashram or the Related Entity prior to the Termination Date that they did not wish to receive such products or services;

**"Client Information"** means any and all information concerning any Client of the Ashram (including the identity of any such Client) which is obtained by you in the course of your engagement with the Ashram, except for any information which is in the public domain.

**"Client information"** means:

- (a) Client information; and



- (b) information that is the property of the Ashram or any Related Entity (whether in writing or otherwise) given to or gained by you in confidence at any time, whether before, during or after your engagement with the Ashram, that relates to:
- (i) trade secrets;
  - (ii) information relating to the courses, subjects, business plans, business affairs, financial affairs, accounts, marketing plans, sales plans, prospects, pitches, manuals, tenders, price information, supplier lists, research, volunteers, management, financing, products, inventions, designs or processes of the Ashram or any Related Entity;
  - (iii) computer databases and computer software;
  - (iv) client files, data surveys, customer lists, supplier lists, client lists, specifications, technical data, detail sheets, designs, drawings, diagrams, plans, models, techniques, records and reports of the Ashram or any Related Entity;
  - (iv) private information provided to the Ashram or a Related Entity by any arm of Government;
  - (v) private information provided to the Ashram or a Related Entity by any of their Clients.

save and except for any information that has become part of the public domain other than by reason of your breach of this Agreement.

**"Intellectual Property"** means all forms of intellectual property rights throughout the world including copyright, registered patent, design, trade mark and Confidential Information, including know-how and trade-secrets;

**"Moral Rights"** has the meaning given to it in the Copyright Amendment (Moral Rights) Act 2000 (Cth) and includes rights of integrity of authorship, rights of attribution of authorship and similar rights that exist or may come to exist anywhere in the world.

**"Person"** while not limiting its ordinary meaning, will include a natural person, a body corporate, a partnership, a trust and an unincorporated association.

**"Property"** means all property owned by or leased to the Ashram including, but not limited to, Intellectual Property, mobile phone, Blackberry, computers, keys, disks, cards, documents, records, papers, security and computer access codes, passwords and similar information or materials required to access such property.

**"Related Entity"** means a related body corporate (as that term is defined in the Corporations Act 2001) of the Ashram.

**"Services"** are the tasks and duties performed by you for the Ashram under this Agreement in the 12 months preceding the date of termination of your engagement and includes, but is not limited to, the tasks outlined in Schedule A.

**"Termination Date"** means your last day of engagement with the Ashram.





“Use” means use, copy, reproduce, provide, sell, transfer, dispose of, supply or make available to any Person (whether directly or indirectly)

"Work(s)" means all inventions, designs, drawings, plans, software, hardware, reports, documents, systems, improvements and other materials, and includes all literary, dramatic, musical and artistic works and cinematographic films in which copyright subsists.

## General Provisions

By signing this Agreement you acknowledge that the Ashram provided you with reasonable opportunity to obtain legal advice about the content and effect of this Agreement especially with regard to confidentiality and intellectual property.

Your obligations under this Agreement concerning return of property and protection of confidential information continue after termination of this Agreement and your engagement, and are enforceable by the Ashram including by way of injunction.

The terms of this Agreement and any subsequent amendments to it are confidential and cannot be disclosed by you to any other person without the written approval of the Ashram. This clause in no way prevents or limits you from obtaining legal, financial or accounting advice concerning this Agreement.

By signing this Agreement you acknowledge that its content and effect are fair and reasonable and that no advantage has been taken in you providing your services on a voluntary basis.

Except for any representations you have made to the Ashram concerning your ability to perform your obligations under this Agreement including its schedules, this Agreement supersedes and replaces all prior representations and agreements concerning your engagement with the Ashram in all instances.

Except where this Agreement permits the Ashram to amend a clause or attachment, any amendment to a Schedule to this Agreement must be by agreement and recorded in writing. Such record must be signed by both parties. Each provision of this Agreement is separable from the others and the severance of a provision does not affect the remainder of the Agreement. In the event that a provision of this Agreement is inconsistent with the law that provision must be interpreted in a manner consistent with that law or, in the event that such interpretation is not possible, may be severed from this Agreement such the relevant law applies.

Failure by the Ashram to enforce its rights arising out of this Agreement in a timely manner will not constitute a waiver by the Ashram of its rights. Every exercise of a power or discretion by the Ashram and any decision by the Ashram regarding the interpretation, effect or application of this Agreement:

- (a) is made at the absolute and sole discretion of the Ashram;
- (b) may be made at any time; and
- (c) is final, conclusive and binding.



This Agreement is governed by the law of NSW.

If you have any questions or concerns about this Agreement, the policies, guidelines, procedures and processes or in relation to your engagement generally, please contact **Contact Person**, who is available to answer any questions you may have.

Please signify your acceptance of these terms and conditions by signing and dating this Agreement in the space provided below.

Yours Sincerely

Authorised Signature

**Title**

**Acceptance**

I have read and understood this Agreement and I accept the offer of Voluntary Engagement on the terms contained in it. I believe the terms and conditions set out in this letter to be fair and reasonable.

Volunteer

Signed: .....

Date: .....

Confirm Start Date: .....



## SCHEDULE A – VOLUNTEER POSITION DESCRIPTION

<b>Position:</b>	
<b>Reports to:</b>	
<b>Ordinary Hours of Work:</b>	
<b>Time Off in lieu of Overtime:</b>	
<b>Job Description</b>	
<b>Department: Mangrove Yoga Ashram</b>	<b>Reporting into:</b>
<b>Direct Reports</b> Yes <input type="checkbox"/> No <input type="checkbox"/>	<b>If yes, number;</b>
<b>Position Type:</b> <i>Permanent/part-time or casual</i>	<b>Hours:</b>
<b>Physical Demands</b> Yes <input type="checkbox"/> No <input type="checkbox"/>	<b>Incumbent:</b>
<b>Job Summary:</b>	
<i>Provide a succinct summary of the primary responsibility/s</i>	
<b>Main Responsibilities:</b>	
List responsibilities in bullet points	
<b>Job Requirements</b>	
<b>Competencies</b>	
<ul style="list-style-type: none"> <li><i>Provide bullets defining the competencies required to be brought to the job in order to be successful.</i></li> </ul>	
<b>Experience &amp; Qualifications</b>	
<i>Define the qualification required for this position.</i>	



**Key Relationships**

*Define the key relationships inherent in the position*

**Acceptance**

I have read and understood this Schedule and I accept the terms contained in it. I understand that the terms and conditions of this Schedule form part of my Engagement Agreement.

**Volunteer**

Signed: .....

Date: .....