

Volunteering Promotion Terms and Conditions

Introduction

If you are a non-profit organisation based in Birmingham, the wider West Midlands, or UK (with remote roles) we would love to hear from you. We can help advertise a range of opportunities to students, from regular volunteering to short-term or one-off activities.

These Terms and Conditions govern the promotion by Birmingham City University (the “University”) of volunteering opportunities offered by your organisation (“Organisation”) to University students. By submitting volunteering opportunities for promotion, the Organisation agrees to comply with these Terms and Conditions.

1. University commitments

The University will:

- 1.1. Aim to Support the Organisation in promoting suitable volunteering opportunities to University students, including regular short-term and one-off events and projects.
- 1.2. Aim to collaborate with internal teams (including Careers and Student Opportunities, and BCUSU (the University’s student union)) to publicise opportunities via newsletters, bulletins, events, stands and social media.
- 1.3. Aim to target specific student groups or academic disciplines where appropriate and, where possible, where requested by the Organisation.
- 1.4. Aim to provide updates about relevant and suitable volunteering activities to University students once the Organisation is registered on the University’s platform.

2. Organisation Commitments

The Organisation must:

- 2.1. Notify the University as soon as a University student is appointed to any volunteering role, providing the student’s full name and BCU email address.
- 2.2. Respond promptly to all volunteer enquiries and maintain appropriate communication with applicants throughout the recruitment process including

informing them whether they have been successful and keeping them up to date with the recruitment process as it progresses.

- 2.3. Ensure volunteers are treated fairly, with no discrimination based on age, disability, sex, gender reassignment, race, religion or belief, sexual orientation and any other protected characteristics.
- 2.4. Offer roles that are flexible around University students' study and term dates.
- 2.5. Provide a clear description of the role, including a role profile where possible.
- 2.6. Provide a suitable induction, training, supervision and ongoing support to ensure volunteers can undertake their role safely.
- 2.7. Reimburse reasonable expenses incurred by volunteers, clearly communicating any exclusions in advance.
- 2.8. Notify the University promptly of any changes to contact details, organisational structure or the availability of advertised volunteering roles.
- 2.9. Confirm that the Organisation complies with all applicable legislation and maintains the following, as a minimum:
 - a. Public Liability Insurance with a limit of indemnity of not less than £5 million.
 - b. Employer's Liability Insurance of at least £5 million (where the Organisation has employees).
 - c. A current Health and Safety Policy.
- 2.10. Conduct appropriate written risk assessments for volunteering activities, particularly where roles involve working with children, vulnerable adults, or adults with additional support needs.
- 2.11. Maintain and communicate clear emergency and incident response procedures.

3. Incident Reporting and Safeguarding

The Organisation must notify the University immediately of:

- 3.1. Any accident, injury or safeguarding incident involving a University student volunteering within the Organisations.
- 3.2. Any allegation or concern relating to misconduct, harassment, discrimination or unsafe working practices relating to or affecting a University student.

3.3. Any material issue that may impact the safety or wellbeing of University student volunteers or bring the University into disrepute.

4. **Data Protection**

4.1. Each party shall comply with all applicable data protection legislation, including the UK GDPR and Data Protection Act 2018.

4.2. The parties acknowledge that each act Party as an independent data controller in respect of personal data processed under these Terms and Conditions.

4.3. The parties share limited personal limited data (see Appendix 1 – Data Processing Details) to each other solely for the purpose of facilitating volunteering recruitment and the volunteering experience.

4.4. The data protection lead contact for the University is informationmanagement@bcu.ac.uk. Other parties will provide their data protection lead contact to the University at the beginning of the relationship with the University.

4.5. Both parties will:

- a. assist each other in complying with all applicable requirements of the data protection legislation.
- b. process such personal data only for the purpose for which it was shared and not for any unrelated purpose;
- c. implement appropriate technical and organisational measures to safeguard such data;
- d. not retain the data for longer than necessary;
- e. provide evidence of compliance on request by the other Party;
- f. promptly report to the other party without undue delay of becoming aware of any data breaches or security incidents affecting the shared data. Any such notification to Birmingham City University is sent to the Data Protection team via email to informationmanagement@bcu.ac.uk and to the other party's main contact at Birmingham City University. The notification will have the subject line 'Data Breach'.
- g. only make or instruct a transfer of any shared data received from the other party to a country with [adequacy regulations](#), except where appropriate safeguards are in place to make a restricted transfer.
- h. ensure their staff are properly trained and are aware of their responsibilities for any shared data they have access to.
- i. handle any communication from the students about the shared data the Party is processing including data subject requests and complaints and make the other Party aware of relevant communications.

- 4.6. The organisation will indemnify the University against any loss or damage suffered by the University including any fines payable or settlements agreed, from or in connection with any breach by the Organisation of its obligations under this clause 4.

5. **Liability and Indemnity**

- 6.1. The University accepts no responsibility for the supervision, health and safety, training, conduct or welfare of volunteers while carrying out volunteering activities for the Organisation.
- 6.2. The Organisation acknowledges that volunteers participate at their own risk and that the University does not owe a duty of care to volunteers in the course of their volunteering activities.
- 6.3. The Organisation shall indemnify and keep indemnified the University against all claims, losses, damages, liabilities, costs and expenses arising from:
- a. Any act of omission of the Organisation or its staff;
 - b. Any injury, loss or damage suffered by volunteers;
 - c. Any breach of these Terms and Conditions;
 - d. Any breach of data protection legislation by the Organisation.
- 6.4. Nothing in these Terms and Conditions excludes or limits liability that cannot legally be limited.

6. **Termination**

- 7.1. Either party may terminate these Terms and Conditions at any time on one months' written notice.
- 7.2. The University may immediately suspend or withdraw the promotion of volunteering opportunities where the Organisation:
- a. Fails to comply with these Terms and Conditions;
 - b. Presents a safeguarding or reputational risk;
 - c. Fails to maintain required insurance;
 - d. Provides incomplete, inaccurate or inappropriate information about volunteering roles.
- 7.3. On termination, all promoted opportunities will be withdrawn from University systems and Organisation must immediately cease using any University branding.

7. Marketing and advertising

The Organisation agrees not to use the University’s name, logo, mark, or any other branding, in any publicity, marketing, promotional materials, social media content, press releases, or other communications, without the University’s prior written consent.

8. Restrictions on advertised volunteering roles:

The University will not promote:

- 9.1. Roles classified as voluntary (unpaid) work rather than volunteering.
- 9.2. Roles with no supervision or involving home visits.
- 9.3. Roles primarily involving flyering, data entry or bucket collection.
- 9.4. International or overseas volunteering opportunities.
- 9.5. Faith-based organisational roles where the purpose includes recruitment to a religion.

9. General

- 10.1. The University may update these Terms and Conditions from time to time and will publish the latest version on its website.
- 10.2. These Terms and Conditions are governed by the laws of England and Wales.

Appendix 1 – Data Processing Details

The subject matter and duration of the Processing	The University’s students’ / organisations’ volunteers’ personal data related to their volunteering, for the length of the agreement between the parties and until the end of a student’s enrolment at the University.
The nature and purpose of the Processing	To facilitate volunteering recruitment and volunteering experience.
The categories of Data Subjects	The University’s students who apply for volunteering and / or volunteer with partner organisations.
The types of data being shared from the University to the Organisation	<p>Standard Personal Data for each category of data subject: Student (i.e. volunteer) names, BCU email addresses.</p> <p>Special Category Personal Data for each category of data subject:</p>

	N/A
<p>The types of data being shared from the Organisation to the University</p>	<p>Standard Personal Data for each category of data subject:</p> <ol style="list-style-type: none"> 1. Volunteer (i.e. student) names 2. BCU email addresses 3. The voluntary role 4. Relevant information about any accident, injury or safeguarding incident involving a University student volunteering within the Organisations. 5. Any allegation or concern relating to misconduct, harassment, discrimination or unsafe working practices relating to or affecting a University student. <p>Special Category Personal Data for each category of data subject:</p> <p>Only if relevant to points 3 and 4 in this cell.</p>
<p>Lawful basis for processing Personal Data</p>	<p>The University is relying on the lawful basis of Article 6(1)(e) Public task.</p> <p>The Organisation will determine their own lawful basis and, if applicable, the condition of processing for sharing any special category data.</p>
<p>Separate Condition for processing Special Category Data</p> <p>In order to lawfully process special category data, as well as an Article 6 lawful basis, an Article 9 condition must also be identified.</p> <p>The condition(s) of processing might be different depending on the controller. Please state clearly which apply to which controller.</p>	<p><i>Keep the identified condition (and if it is (g) substantial interest, state the associated condition in UK law. Delete all the other along condition and all of the information in italics.</i></p> <ol style="list-style-type: none"> a) Explicit consent b) Employment, social security and social protection (if authorised by law) c) Vital interests d) Not-for-profit bodies e) Made public by the data subject f) Legal claims or judicial acts g) Reasons of substantial public interest (with a basis in law) h) Health or social care (with a basis in law) i) Public health (with a basis in law) j) Archiving, research and statistics (with a basis in law) <p><i>If you are relying on conditions (b), (h), (i) or (j), you also</i></p>

	<p><i>need to meet the associated condition in UK law, set out in Part 1 of Schedule 1 of the DPA 2018.</i></p> <p><i>If you are relying on the substantial public interest condition in Article 9(2)(g), you also need to meet one of 23 specific substantial public interest conditions set out in Part 2 of Schedule 1 of the DPA 2018. State that condition in this cell.</i></p>
Frequency of data sharing	Ad hoc as needed.
Data sharing method	Information will be shared via email between the partner organisation and the BCU Volunteering Officer.
Data protection Rights Requests	As individual Data Controllers each Party will have in place and maintain arrangements to support the provision of Data Protection rights requests as prescribed by the Data Protection Legislation.