

# CoMA Volunteering Policy

Version: 2.0

Owner: Tony Harris

Approved by Board of Contemporary Music for All: 03/04/2024

Approved by Board of CoMA Concert Productions Limited: [date]

This policy applies to both Contemporary Music for All (company no. 03429608) and its wholly owned subsidiary CoMA Concert Productions Limited (company no. 15464259). In this document “The Company” and “CoMA” refers to both companies. Where any part of the document only applies to one of the companies this will be explicitly stated.

## 1. Overview

- 1.1. As a charity, Contemporary Music for All welcomes and encourages the participation and support of volunteers. We aim to ensure the benefits of any relationship are mutual, and not solely about reducing the organisation’s costs.
- 1.2. For Contemporary Music for All, volunteers are a key part of our workforce, but also a source of inspiration and advice and a valued part of our community, which also includes paid staff, performers, composers and collaborators. Our aim is for the relationship to be equally rewarding for our volunteers.
- 1.3. Volunteers will also sometimes be involved in projects formally organised by CoMA Concert Productions Limited.

## 2. Definition of volunteering

- 2.1. There is no legal definition of a volunteer and no specific legislation covering employer-volunteer relationships.
- 2.2. As with many organisations, some CoMA roles that are carried out by volunteers might typically be carried out by paid staff in larger organisations. In every case, we will establish clearly whether or not an employment relationship (and therefore employees’ rights) is intended and ensure that roles we consider voluntary are managed as such in accordance with employment legislation, HMRC guidance and legal precedent.<sup>1</sup>
- 2.3. Any CoMA employee who chooses voluntarily to forego remuneration that would otherwise be offered would not be considered a volunteer unless the change of status was due to retirement or other clear, voluntary and permanent change, including cancellation of any contract.

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<sup>1</sup> Employment status is determined according to factors such as the level of control that the employer has over the way the individual carries out their activities; a mutual obligation for the employer to provide work and the individual to accept that work, and other factors pointing towards an employment relationship such as financial or in-kind remuneration (other than expenses). HMRC advises that a genuine volunteer will typically provide their time and effort completely freely; be able to come and go as they please; be under no obligation to provide their services; and not suffer any sanctions if they do not perform their volunteer duties.

- 2.4. Conversely, a CoMA volunteer may be offered a change to employed status, for example to allow remuneration, in which case they would acquire employees' rights. It follows that a person cannot switch between employee and volunteer status repeatedly according to the availability of funding.
- 2.5. Occasional gratuities such as small gift payments, meals etc. may be given with the proviso that they are not regular, expected or otherwise liable to imply an employment relationship.
- 2.6. CoMA's volunteers may work for the central team or for an ensemble or other entity recognised by CoMA as part of The Company.

### **3. Recruitment, training and support**

- 3.1. Decisions on how, when and where we recruit volunteers, including the media we use to notify potential volunteers of opportunities, will be made in accordance with our policies, especially with regard to Equality, Diversity and Inclusiveness.
- 3.2. We recognise and welcome that individuals' motivations for volunteering may vary greatly. As far as possible, we will seek to understand and fulfil volunteers' personal aims for their volunteering experience. For example, if we advertise a role as an opportunity for early career experience, we will agree with them the ways we can support their aspirations, again taking care not to create an employment relationship unless mutually agreed.<sup>2</sup>
- 3.3. We will recruit volunteers with appropriate experience to enable them to carry out their roles effectively, or else provide training.
- 3.4. We will regularly invite feedback on all aspects of their experience including whether we are helping them fulfil their aims, the quality of our support for their role and any improvements that can be made, the extent to which they feel part of the team and so on.

### **4. Expenses**

- 4.1. Volunteers shall normally be entitled to reimbursement of expenses where these would not otherwise have been incurred.
- 4.2. This will not normally include costs of travelling to their usual place of work unless specifically agreed.
- 4.3. Eligible expenditure, limits and conditions (e.g. type of travel expense allowable) will be clarified before expenses are incurred. Payments may be made in advance or reimbursed promptly.

### **5. Equality, Diversity and Inclusiveness (EDI), Safeguarding and other policies**

- 5.1. All separately documented policies that apply to paid staff apply to volunteers unless there is a self-evident reason for this not to be the case (for example with regard to salary policy).
- 5.2. Our policies, including our EDI and safeguarding policies, can be found at [www.coma.org/policies](http://www.coma.org/policies).

### **6. Data**

- 6.1. Volunteers' personal data will not be shared with third parties, including project partners, and will not be used in any way that is not in keeping with the law and CoMA policies.

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<sup>2</sup> Providing training over and above that which is required for them to carry out their role may be interpreted as a benefit in kind, which in turn may be enough to create an employment relationship. An offer of employment upon completion of a period of volunteering, if made at the outset, is likely to create an employment relationship from the outset.

- 6.2. Where CoMA volunteers are working on a joint project with other partners, including other volunteer groups, duties of care of the volunteers and ownership of their data remains the responsibility of CoMA.
- 6.3. CoMA will not seek or accept data relating to other partners' volunteers without the volunteer's express permission in accordance with the law and with CoMA's policies.