



VOLUNTEER SERVICES AGREEMENT

FIFA Under-17 Women's World Cup 2008

VOLUNTEER	NEW ZEALAND FOOTBALL
<p><i>Name:</i></p> <p><i>Address:</i></p> <p><i>Telephone:</i></p> <p><i>Facsimile/Email:</i></p> <p>Agreed by the Volunteer:</p> <p>Signature.....</p> <p>Name:</p> <p>Date:</p>	<p>New Zealand Football Inc. Lion Foundation House, North Harbour Stadium, Oteha Valley Rd, Albany, Auckland</p> <p><i>Telephone:</i> (09) 414 0175 <i>Facsimile:</i> (09) 414 0176</p> <p><i>Attention:</i> National Volunteer Manager</p> <p>Agreed for New Zealand Football Inc. by:</p> <p>Signature.....</p> <p>Name:</p> <p>Position:</p> <p>Date:</p>

START DATE	END DATE
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BACKGROUND

New Zealand Football Inc. (*NZ Football*) has been entrusted by the Fédération Internationale de Football Association (*FIFA*) with the organisation, hosting and staging of the FIFA Under-17 Women's World Cup 2008 (*Event*).

The Volunteer acknowledges that he or she is providing services free of charge, and that successful staging of the Event requires the Volunteer to follow all directions of NZ Football staff and to co-operate at all times to achieve that goal.

1 VOLUNTEER SERVICES

- 1.1 In consideration of the work experience and role in the Event offered by NZ Football the Volunteer agrees to provide to NZ Football certain services described in Schedule 2 on the terms of this Agreement (*Services*).
- 1.2 The Services include any services, work or attendances incidental to or necessary or desirable to provide the services specified in Schedule 2.
- 1.3 In carrying out the Services, the Volunteer will:
 - (a) not carry out business activities on NZ Football's premises or the premises of any affiliate, contractor or agent of NZ Football or FIFA, unless such business activities are directly related to the Services provided under this Agreement and expressly approved by NZ Football;
 - (b) attend any training programmes required by NZ Football from time to time; and

- (c) not bring alcohol, drugs or offensive material into NZ Football's premises or the premises of any affiliate, contractor or agent of NZ Football or FIFA;
- (d) comply fully with any guidelines provided from time to time by NZ Football or FIFA.

2 TERM

This Agreement begins on the Start Date and ends on the End Date set out above, unless terminated earlier in accordance with this Agreement.

3 PERFORMANCE STANDARDS

- 3.1 The Volunteer will provide the Services with due care, skill and attention and in a manner which:
 - (a) maintains appropriate standards of discretion, ethics and behaviour;
 - (b) meets or betters the specific minimum performance standards set out in Part One of Schedule 1;
 - (c) consistently meets a high standard and at all times promotes and furthers the interests of NZ Football, FIFA and the Event;
 - (d) positively promotes the good name of NZ Football and does nothing to bring NZ Football, FIFA or the Event into disrepute;
 - (e) demonstrates professional behaviour, courtesy and attitude in all dealings with management, staff, affiliates, contractors, agents and other volunteers of NZ Football or FIFA; and

- (f) complies with all applicable laws, regulations, bylaws, standards and any codes of practice including health and safety requirements.

4 HEALTH AND SAFETY

4.1 In carrying out the Services, the Volunteer will:

- (a) take all practicable steps to ensure his/her own safety while at NZ Football's place of work;
- (b) take all necessary steps to avoid harm to himself or herself and other people; and
- (c) comply with any health and safety policies, guidelines, directives or procedures of NZ Football given to the Volunteer.

4.2 The Event is a smoke-free work environment. It is a condition of the Agreement that the Volunteer accepts that smoking is not permitted at any time while providing the Services or at any time while wearing uniform or clothing provided by NZ Football.

5 BENEFITS (NO REMUNERATION)

5.1 The Volunteer agrees and acknowledges that he/she will not be remunerated for performing the Services and is not eligible for any benefits or entitlements that NZ Football offers its employees.

5.2 The Volunteer may by written notice request from NZ Football reimbursement for any actual, reasonable expenses incurred as a direct result of performing the Services.

5.3 NZ Football will provide the Volunteer with a List of Benefits available upon successful completion of the Services, as detailed in Part Two of Schedule 1.

6 ROSTER AND ABSENCES

6.1 The time and day upon which the Services are to be provided will be determined by NZ Football and advised to the Volunteer. The Volunteer understands that NZ Football may engage other volunteers to provide services similar to the Services, and that a roster system may be used. The Volunteer agrees to work with other volunteers as needed and to comply with any roster system.

6.2 The Volunteer must take all reasonable steps to notify the regional volunteer manager if he or she is unable to attend any scheduled performance of the Services at any time.

7 TERMINATION OF AGREEMENT

7.1 The Volunteer may terminate this Agreement by giving 7 days notice in writing to NZ Football.

7.2 On termination of this Agreement the Volunteer must:

- (a) immediately return to NZ Football (in a satisfactory condition) all equipment, clothing or other property belonging to NZ Football (including, without limitation, uniforms and merchandise); and
- (b) immediately cease use of any intellectual property of NZ Football or FIFA or relating to the Event.

7.3 Termination of this Agreement will not operate as a waiver of any breach of this Agreement and will be without prejudice to any rights, liabilities or obligations of either party which have accrued up to the date of termination. This clause survives expiry or termination of this Agreement.

8 INTELLECTUAL PROPERTY

8.1 Unless otherwise agreed in writing any intellectual property rights that are created by the Volunteer relating to the Event or the Services or the Volunteer's obligations under this Agreement will vest in and become the exclusive property of FIFA.

8.2 The Volunteer must not use or disclose any intellectual property relating to the Event without prior written consent of NZ Football or FIFA.

9 CONTRACTS (PRIVITY) ACT 1982

The Volunteer acknowledges that FIFA is a designated person for the purposes of the Contracts (Privity) Act 1982 and is entitled to enforce the provisions contained in clauses 1, 3, 7, 8, 10, 11, 13, 14, 15 and 16 as if they had been a party to this Agreement.

10 CONFIDENTIALITY

10.1 The Volunteer will keep confidential the terms of this Agreement and any information it learns about NZ Football or FIFA their business in the course of carrying out this Agreement, *unless* prior written consent to disclose is given by NZ Football or FIFA, or disclosure is required by law or by FIFA or to professional advisers.

10.2 The Volunteer consents to NZ Football or its agents requesting information relating to the Volunteer from the Ministry of Justice and agrees to complete the form in Schedule 3 for this purpose. NZ Football will keep confidential any information it receives pursuant to such request.

11 COMMERCIAL IDENTIFICATION/PUBLICITY

11.1 The Volunteer shall not undertake any form of advertising or publicity of any nature whatsoever in respect of this Agreement or the Services or its involvement with the Event *unless* the prior written consent of NZ Football has been obtained.

11.2 The Volunteer acknowledges that FIFA has all commercial marketing and intellectual property rights to the Event, and agrees that it will not publicly disclose or publicise in any manner the nature of this Agreement or the Services provided to NZ Football or FIFA, including, without limitation:

- (a) by referring to the Services, NZ Football, FIFA U-17 Women's World Cup 2008 or the FIFA U-17 Women's World Cup in any sales literature, advertisements, letters, client lists, press releases, brochures or other written, audio or visual materials;
- (b) using or allowing the use of the mark "FIFA U-17 Women's World Cup 2008" or any other service mark, trademark, copyright or trade name now or which may hereafter be associated with or owned or licensed by NZ Football or FIFA; or
- (c) by otherwise disclosing affiliation with NZ Football or the FIFA U-17 Women's World Cup 2008,

unless NZ Football, after having obtained the prior written consent of FIFA, specifically agrees in writing to such disclosure or publication prior to its occurrence.

11.3 This clause survives expiry or termination of this Agreement.

12 SPECIAL CONDITIONS

The Volunteer and NZ Football will comply with any special conditions set out in Part Three of Schedule 1.

13 FORCE MAJEURE

13.1 *Force Majeure* means any unforeseen event or occurrence beyond the control of the party affected, that cannot be prevented or overcome by exercising reasonable care or incurring reasonable cost, and includes, but is not limited to, strikes, lockouts, earthquakes, storms, landslides, fire, outbreaks of war, explosion, sabotage, riot, terrorism, acts of civil or other hostility and acts of God.

13.2 Neither NZ Football nor the Volunteer shall be liable to the other party for any delays or failure to perform its

obligations under this Agreement during the time and to the extent that performance is affected by an event of *Force Majeure*, provided that the party claiming the benefit of this clause has taken all reasonable steps to minimise any resultant loss, damage or delay.

- 13.3 The party claiming the benefit of this clause must promptly give written notice to the other party specifying the cause and extent of its inability to perform any of its obligations under this Agreement, and the likely duration of the non-performance.
- 13.4 If the Volunteer claims the benefit of this clause, he or she may request NZ Football's approval to extend the time for the performance of its obligations, but may not terminate this Agreement.
- 13.5 If NZ Football claims the benefit of this clause it may elect to terminate this Agreement immediately or to extend the time for performance of the Services by the Volunteer, and the Volunteer shall have no rights or claims against NZ Football.

14 LIMITATION OF LIABILITY

- 14.1 NZ Football (or its officers, employees, contractors, or agents, or FIFA) will not be liable to the Volunteer for any loss, injury or damage suffered of any kind (including but not limited to indirect or consequential loss, loss of income, profits, business or anticipated savings) whether in contract, tort (including negligence) or otherwise, or for any personal injury suffered or sustained (covered by the Accident Compensation Corporation or not) arising directly or indirectly from any act, omission, default, error or delay by NZ Football in the performance of its obligations under this Agreement or connected with the Event, except for any liability which cannot be excluded by law.
- 14.2 Subject to 14.1, to the extent that NZ Football (or its officers, employees, contractors, or agents, or FIFA) may become liable to the Volunteer, the maximum aggregate liability will be in any event individually and collectively capped at \$100.

15 INDEMNITY

- 15.1 The Volunteer will fully protect, indemnify and hold harmless NZ Football and its officers, employees, agents and FIFA, from and against any direct losses, liability, damages, actions, proceedings, claims, costs demands, and expenses that are incurred as a direct result of an unlawful or wrongful act, error or omission by the Volunteer in performing the Services or other obligations of the Agreement, where that act, error or omission was intentional, knowingly wrong or reckless.
- 15.2 This clause survives termination or expiry of this Agreement.

16 GENERAL

- 16.1 This Agreement (with its Schedules) is the entire Agreement between the parties relating to the Services and replaces all earlier negotiations, representations, warranties, understandings and agreements between them (whether oral or written) relating to the Services.
- 16.2 Neither party may assign or subcontract the benefit or burden of this Agreement without first obtaining the prior written consent of the other party.
- 16.3 Each term in this Agreement is separately binding. If for any reason either party cannot rely on any term then all the other terms remain binding.
- 16.4 Any changes to this Agreement must be in writing and signed by the parties. The Volunteer acknowledges that to comply with FIFA directions from time to time NZ Football may need to issue new policies or procedures or seek variation of terms of this Agreement, and the

Volunteer agrees to accept all reasonable changes or additional requirements. If any change requires the Volunteer to incur unanticipated expense, then the parties agree to discuss in good faith an appropriate variation to this Agreement.

- 16.5 The Volunteer agrees to NZ Football collecting, holding and using its personal information for the purposes of overseeing and managing the performance of the Services and generally with administering the Event. The Volunteer may ask for access to, and request correction of, any personal information held by NZ Football under this Agreement.
- 16.6 No term of this Agreement will be considered to be waived by either party unless express waiver is given in writing. No failure or delay by NZ Football in exercising any right granted to it under this Agreement shall operate as a waiver of such right of affect remedies available to NZ Football, nor will any single or partial exercise of any such right under this Agreement preclude other or further exercise of rights.
- 16.7 Nothing in this Agreement should be interpreted as constituting the Volunteer a partner, employee, agent or affiliate of NZ Football, and the Volunteer must not:
 - (a) use its involvement in the Event for any commercial benefit or revenue or to the advantage of any business competing with NZ Football or FIFA;
 - (b) pledge the credit of NZ Football;
 - (c) represent to anyone that it is a partner, employee, agent or affiliate of NZ Football, FIFA, or the Event; or
 - (d) represent or purport to have any power or authority to incur any obligation of any nature on behalf of NZ Football or FIFA.
- 16.8 Notices under this Agreement must be in writing and delivered by hand, by post, by facsimile or email if such contact details are shown on page 1 of this Agreement, or as otherwise notified by the relevant party. Any notice will be deemed to be duly given or made:
 - (a) if delivered by hand, when delivered;
 - (b) if sent by facsimile or email, on receipt of transmission if received on a working day or otherwise on the next working day following transmission; or
 - (c) if sent by post, on the 3rd working day following posting.
- 16.9 This Agreement is governed by and is to be construed in accordance with the laws in force in New Zealand and each party submits to the non-exclusive jurisdiction of the courts of New Zealand.
- 16.10 In this Agreement:
 - (a) words beginning with capital letters are to be interpreted with reference to the use of those words as defined elsewhere in the Agreement;
 - (b) *Agreement* means this agreement and the Schedules attached to it and includes all variations amendments, guidelines, or additional policies and procedures advised by NZ Football or FIFA from time to time;
 - (c) the singular includes the plural and vice versa;
 - (d) references to "including" and other similar words are not to be treated as words of limitation;
 - (e) "working day" means any day other than a Saturday, Sunday or statutory holiday.

**SCHEDULES TO VOLUNTEER SERVICES AGREEMENT BETWEEN
NEW ZEALAND FOOTBALL INC. AND
VOLUNTEER NAME:**

SCHEDULE 1: Performance Standards and Benefits

PART ONE: MINIMUM PERFORMANCE STANDARDS

The volunteer will always arrive at least 15 minutes prior to the commencement of their daily roster.

The full volunteer uniform will always be worn in a neat and tidy manner

All volunteers will work within the parameters of their job description unless directed otherwise by their team leader

If the volunteer is uncertain about any day to day task within their job, they will seek advice from their team leader.

Communication between volunteers and team leaders should always be open and honest in the best interests of the Event.

Volunteers should respect and be sensitive to all international visitors, their religious beliefs and behaviours

PART TWO: BENEFITS

NZ Football at its sole discretion may offer one or more of the following benefits to the Volunteer:

- Two complementary tickets to all FIFA Under-17 Women's World Cup 2008 matches that are being held in the town/city the volunteer is providing the services for. These are to gift to friends and cannot be sold.
- Rights to purchase 4 tickets to all individual matches in the town/city the volunteer is providing the services for.
- A volunteer uniform, specific to the role, will be provided to each volunteer.
- Reasonable food and non alcoholic drinks will be provided to volunteers while providing the services.
- A volunteer thank you function will be provided to thank volunteers for providing the service – date tbc

PART THREE: SPECIAL CONDITIONS

SCHEDULE 2: Volunteer Job Description

SCHEDULE 3: Request by NZ Football or its agent for a copy of an individual's criminal convictions held on the Ministry of Justice's computer systems