

## PROGRAM TERMS AND CONDITIONS

The Business & Education of Waterloo Region (BEP) is a registered charity (861228849RR0001) located at 5-218 Boida Avenue, Ayr, ON N0B 1E0. By registering as a Volunteer for this program or any other organized by the BEP, you hereby confirm, acknowledge and agree that:

1. You are over 18 years of age;
2. You are not aware of any fact or matter which would prevent you from being issued with a clear Police Record Check with Vulnerable Sector Screening;
3. You do not intend to receive any remuneration for any activities you undertake (including any expenses incurred), or to sell any services of any kind;
4. The details you provide on submission of this registration may, in our discretion and in accordance with our Privacy Policy be made available:
  - a. To Educators in order to match you with appropriate volunteer opportunities;
  - b. To your employer, if consent is provided;
  - c. Publicly on the BEP website and other promotional material, if consent is provided;
5. Anonymized information may be shared in aggregate with BEP partners and funders for the purpose of evaluating the success of our Programs. You will not be identified by name unless we have your express consent to do so, however it may be possible for a third party to identify you as a result of the information that is disclosed (e.g. job title and employer);
6. The BEP may photograph, film and/or record the participation of Volunteers while participating in BEP programs, and that BEP may use the photographs, footage and recordings, but only for the purposes of promotion of the BEP and its activities. BEP is hereby granted a perpetual, non-exclusive, sub-licensable right to use your likeness in all photographs, footage and recordings, without remuneration or compensation of any kind, at any time, but only for the purposes of advertising and promoting BEP and Activities, and the Volunteer waives any and all moral, personality and publicity rights therein;
7. The BEP is not responsible for:
  - a. any Volunteer training or advisory services;
  - b. any Police Record checks or any other form of Volunteer checks or accreditation;
  - c. providing any materials for the talks or events which result from the Program;
  - d. any site visits to Schools or other premises where volunteering activities may be conducted prior to or simultaneously with the visit of a Volunteer;
  - e. any health or safety checks or other checks of the participating Schools or other premises where volunteering activities may be conducted;
8. You are not guaranteed an opportunity to volunteer;
9. The BEP, its officers, directors, employees, agents or partners will not be liable to you or any third party for any losses, damages, injury, costs or any other liabilities you or any third party suffer or incur in connection with your participation in BEP Programs;

10. Nothing in these terms shall exclude any liability for, or remedy in respect of, fraud or fraudulent misrepresentation, or death or personal injury caused by negligence.

**As a Volunteer, you must:**

1. Inform the BEP of any changes to the details you provided on registration (including in relation to any fact or matter which would prevent you from being issued with a clear Police Record Check with Vulnerable Sector Screening);
2. Give advance notice to Educator if unable to keep any scheduled commitment; Remain in direct proximity to the organizing Educator or an assigned school staff at all times while volunteering in person at schools;
3. Abide by expectations provided by the Educator (e.g. School Code of Conduct) to maintain a positive learning environment;
4. Communicate respectfully with BEP staff, Educators, Students and other Volunteers, including being inclusive and non-judgmental towards others' educational/career choices;
5. Communicate to the BEP immediately if you witness behaviour by Educators or other Volunteers that concerns you or contravenes these terms and conditions;
6. Comply with BEP's policies and procedures including the Program Terms & Conditions.

**As a Volunteer, you must not:**

1. Use any personal contact information provided via the BEP for any unsolicited, commercial or marketing messages except as expressly authorized;
2. Pass any personal contact information provided via the BEP to any third party without express consent of the person in question;
3. Be alone with students without being visible to the Educator or assigned school staff;
4. Have any inappropriate contact inside or outside the classroom (or other place you fulfill Volunteer activity) with any student met through your Volunteer activity, including those students under 18 years. Inappropriate contact includes but is not limited to violations of federal or provincial laws regarding child abuse, providing alcohol or other controlled substances to minors or having alcohol on a school campus, use of profanity or inappropriate language while volunteering, or physical contact which is inappropriate to a teacher-pupil professional relationship considering the age and sex of the student;
5. Record or publish images on students (including on social media) without permission;
6. Denigrate individuals or groups, including based on race, national or ethnic origin, colour, religion, age, sex, sexual orientation, gender identity, marital/family status, or disability;
7. Behave in any manner that could endanger the safety and well-being of students, school staff or BEP staff and volunteers.