

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 for this program or any other program organized by the BEP, you agree to the following Program Terms and Conditions, which apply to: (i) volunteers signing up individually or as part of their employer's participation in a Program (**Volunteers**); (ii) Program coordinators signing up on behalf of an employer who participates in a Program (**Employer Coordinators**) (iii) teachers, principals, school board representatives, or other members of staff (each an **Educator**) signing up on behalf of his/her school or school board (**School**).

You hereby confirm, acknowledge and agree that:

- A. you are over 18 years of age;
- B. the details you provide on submission of this registration may, in our discretion and in accordance with our [Privacy Policy](#) be matched and made available to:
 - a. if you are a Volunteer:
 - i. Schools and Educators in order to match you with appropriate volunteer opportunities;
 - ii. Your employer and/or professional body, unless you indicate that you do not want us to do so (by de-selecting the relevant box during the registration process or updating your preferences in your online account)
 - b. if you are an Educator:
 - i. Volunteers registered on our site, in order to introduce you to potential speakers, etc.
 - ii. Employers and/or professional bodies who support our Programs in order to facilitate various engagement opportunities;
 - iii. Representatives from your school board
 - c. if you are a Volunteer or Educator:
 - i. 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).
- C. the details you provide to the BEP are correct and complete at the time of registration and are not fraudulent or misleading. Before undertaking any activities with any Volunteer or School, you agree to inform them 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);

- D. you do not intend to receive any remuneration for any activities you undertake with any Volunteer or School (including any expenses incurred), or to sell any services of any kind to any Volunteer, Volunteer's employer, professional/umbrella body, Educator, or School;
- E. you will not use any personal contact information provided via the BEP for any unsolicited, commercial or marketing messages save as expressly authorized by these terms and conditions or where expressly authorized by the relevant Volunteer or Educator;
- F. you will not pass any personal contact information of a Volunteer or Educator provided via the BEP to any third party without the express consent of that Volunteer or Educator;
- G. The BEP may photograph, film and/or record the participation of Volunteers and Educators 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.
- H. if you are an Educator, you:
 - a. have the requisite authority from your School or other institution to register for and use the services provided by the BEP on behalf of your School or other institution and to accept these terms and conditions on behalf of your School or other institution;
 - b. will remain in direct proximity to Volunteers at all times or assign a school staff to do so
 - c. will provide Volunteers with any necessary expectations, orientation, timelines and feedback
 - d. will communicate to the BEP immediately if any Volunteer operate outside of these terms and conditions
 - e. are not guaranteed a Volunteer through your participation in the Program;
- I. if you are a Volunteer, you:
 - a. 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.
 - b. agree to remain in direct proximity to the organizing Educator or an assigned school staff at all times while volunteering
 - c. will not have offsite interactions with students outside of your place of business, and always ensure interactions occur publicly (visible to others)
 - d. will not behave in any manner that could endanger the safety and well-being of students or school staff
 - e. will give advance notice to Educator if unable to keep any scheduled commitment
 - f. will abide by expectations provided by the Educator (e.g. School Code of Conduct)
 - g. will communicate to the BEP immediately if any Educator operates outside of these terms and conditions
 - h. are not guaranteed an opportunity to volunteer through your participation in the Program;

- J. the Program is a free service provided by the BEP, matching Schools with Volunteers who are willing to give short talks about the jobs they do, or participate in other opportunities or activities in education provided by Schools (for example, job shadowing, work experience and mentoring). The BEP is not responsible for performing any other services including, without limitation:
- 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; or
 - f. any other arrangements made between you and any Volunteer, Educator, or School;
- K. the BEP is an intermediary and is not responsible for any information you may receive from any Volunteer or Educator (whether received through the BEP website or otherwise);
- L. the BEP does not have a contractual obligation nor moral or ethical responsibility to:
- a. verify the identity of persons who register on the BEP's website;
 - b. verify or monitor any of the content contained in any registered user's profile and displayed on the BEP's website;
- M. as a user of the BEP website, you are advised not to assume that any user content is accurate. A person may not be who he or she claims to be. You should at all times exercise the same caution you would normally if arranging or participating in a similar educational event. The BEP cannot be liable for false or misleading statements by any user on the BEP website;
- N. the BEP is not responsible for performing any checks or validations required to ensure the safeguarding of children or vulnerable adults. However we reserve the right to restrict access to our site or Programs and/or to refer information to the appropriate authorities, if we suspect that a user who has registered with us has harmed or poses a risk of harm to children or vulnerable adults;
- O. you have read and accept the terms of the BEP [Privacy Policy](#)
- P. you have read and accept the terms of the BEP website [Terms and Conditions](#)
- Q. 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 the participation in the Programs or use of the BEP website (including the actions or omissions of, or any activities you undertake with, any Volunteer, Educator, or School); and
- R. 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.