

## Volunteering in Military Museums - Legal / statutory Background

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## What is Volunteering?

- No single statutory definition
- Spending time
- Unpaid
- Engaged in an activity
- Benefit a third party

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## Legal Status

- No statutory employment rights
- Volunteer → Worker → Employee
- Central issue: Contract

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## Legal Status

- Payment in return for work
- Intention to create a legally binding relationship
- Need not be in writing & intention can be implied by conduct
- Payment – minimal value or not even directly financial

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## Case Example 1 – Expenses were in Reality Payment for Work

- Mrs Chaudri: 4 mornings a week: 10:00am to 1:00pm
- Expenses £25 (increased to £40) per week
- Paid when on holiday or sick

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## Case Example 1 (Cont)

- Payment for **work**
- **Employee** – unfair dismissal & discrimination  
*(Migrant Advisory Service v Chaudri 1998 EAT)*

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### Case Example 2 – Expectations are not Obligations

- Mrs Grayson – employee – wanted to claim ‘disability discrimination’
- Were ‘volunteers’ also in employment?
- Various tasks – giving advice, administrative and reception support
- Engaged under a ‘Volunteer Agreement’

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### Case Example 2 (Cont)

- Not signed
- ‘Reasonable expectations’/ ‘Usual minimum commitment’
- “If” contract – indemnity only

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### Case Example 2 (Cont)

- No mutuality of obligation/ No sanctions for non compliance
- **Volunteer**  
*(South East Sheffield Citizens Advice Bureau v Grayson 2003 EAT)*

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### Case Example 3 – Volunteer not Protected Under Discrimination Law

- X volunteered for 4-5 hours per week
- Signed a ‘volunteer agreement’ – “binding in honour only”
- Asked to cease – sought to bring disability discrimination claim
- No contract

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### Case Example 3 (Cont)

- Likelihood of being offered employment – by-product
- Training – by-product  
*(X v Mid Sussex Citizens Advice Bureau and others 2012 UKSC)*

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### Practical Tips for Reducing the Risk of a Contract

- Avoid payments/ actual expenses only
- Remove / minimise perks
- Reduce obligations on the part of the volunteer
- Avoid contractual language – ‘hopes & expectations’
- Treat volunteers fairly

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**Thank You**

**Any Questions?**

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**Contact...**

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