



Fundacja Inna Przestrzeń,

ul. Nowy Świat 23/25/32, 00-029 Warszawa

NIP: 5213393003, KRS: 0000257224

Bożonarodzeniowe Dni Dobra

www.dni-dobra.pl

**Rules and the regulations concerning volunteer work
at Christmas Days of Kindness 2023, organized by Inna Przestrzeń Foundation.**

Expressing boundless gratitude and deep respect to all people who selflessly give their time, skills and heart to others, and emphasizing that charity would not be possible without volunteers, we adopt the following:

§ 1 Definitions

1. Beneficiary - Foundation with legal address in Warsaw, ul. Nowy Świat 23/25 lok.32, KRS nr 0000257224, in the person of the authorized person of Dom Matki, Annę Kłos, using volunteer services to do statutory public service tasks.
2. Volunteer work is a set of actions aimed at achieving a socially useful goal, which the Beneficiary instructs the Volunteer to perform, and which the Volunteer undertakes to perform voluntarily and unpaid.
3. Applicant - a person who, by filling out an application form or in another way, declares his desire to provide voluntary services to the Beneficiary
4. A volunteer is an individual entity who voluntarily and free of charge provides services to the Beneficiary in the field of socially useful activities.
5. Activities - specific tasks assigned to the Volunteer as part of his work
6. Parents - one of the parents or another identical person in accordance with generally accepted legislation.
7. A guardian is one of the parents or a person who acts with the knowledge and on the authority of the parents, in particular a teacher, volunteer coordinator.

§ 2. General provisions

1. The Beneficiary informs that the progress of the event for documentary and informational purposes of the Beneficiary and his supporters may be recorded in the form of photos and videos and subsequently published. Accordingly, the image of an individual volunteer (without linking this image to the relevant personal data) may also be recorded and made public in such a context.
2. The beneficiary announces the need for voluntary services at his own discretion and is not required to submit an individual notification. The announcement must indicate the date and method of submitting the application, the term and type of services provided.
3. The applicant submits the application on his own behalf or, in the case of parents, on behalf of a minor child.
4. The application can also be submitted on behalf of the Volunteer by a school, foundation, workplace and other organization or institution.
5. Persons who have not reached the age of 18 come with the consent of their parents, which they must provide in writing when applying before starting duties.
6. Persons under the age of 13 must be accompanied by a parent or guardian who is responsible for ensuring that volunteering is legal and safe for the Volunteer.
7. The application specified in clause 4 is not required from a volunteer who provides services under the supervision of a Guardian.

8. The beneficiary undertakes to inform the person who registered about the acceptance of the application or to propose any changes.
9. The Beneficiary is not obliged to inform the Participant about his intention not to use his services and the reasons.
10. Benefiting reserves the right not to use the member's services when:
 - a) the type, volume, duration or other conditions of the offered service are not useful for the Beneficiary's activity,
 - b) has a reasonable concern about the person's intentions or ability to provide services,
 - c) for other reasons related to the Beneficiary's charitable activities.
11. Intellectual property rights and related rights to works created as a result of the provision of voluntary services are transferred to the Beneficiary.
12. The Volunteer is responsible for damage caused to the Beneficiary's property as a result of willful misconduct.

§ 3. Agreement

1. The contract is considered concluded when the Volunteer appears at the place agreed with the Beneficiary and at the time agreed with him for the provision of services and the time agreed with the Beneficiary for the provision of services and signing the report card of the Volunteer's attendance at the event.
2. The agreement can be written or oral.
3. Voluntary services are provided in the amount, in the manner and in the terms determined and agreed with the Beneficiary.
4. The Agreement may be terminated by either party at any time, without reason, by oral or written notice to the other party.

§ 4. Fulfillment of obligations

1. Before starting the provision of services, the Volunteer is obliged to inform the Beneficiary, as necessary, about any individual restrictions concerning him or her that may affect the scope or type of outsourcing activity.
2. The Beneficiary reserves the right to verify the qualifications, if necessary, or the skills of the Volunteer.
3. The Beneficiary is obliged to provide the Volunteers with conditions for the performance of services, in particular health and safety conditions, at least such as the employer is obliged to provide for employees.
4. When entrusting the activities of the Volunteer, the restrictions arising from the Labor Code and the normative legal acts issued on its basis, in particular, regarding the work of young people, pregnant women and the disabled, are applied.
5. The beneficiary provides the volunteer with detailed instructions on the scope of the requested activity.
6. A volunteer engages only in those types of activities for which he has the skills or qualifications, if this is provided for by separate regulatory documents.
7. The volunteer performs the assigned activity under the supervision of the Beneficiary or a person appointed by the Beneficiary.
8. The volunteer must notify the person specified in section 7 about the starting and ending of the activity.

§ 5. The obligations of the Beneficiary

1. The Beneficiary Party reserves the right to stop using the Volunteer's services if the Volunteer violates the provisions of these rules,
2. about which the Beneficiary is obliged to inform the Volunteer:
 - a) his rights and obligations and to ensure the availability of this information.
 - b) health and safety risks associated with the services provided and the principles of protection against threats.
3. The Beneficiary is obliged to provide the Volunteer, in accordance with the rules applicable to employees, with safe and hygienic conditions for the performance of his/her services, including - depending on the type of services and the risks associated with their performance - appropriate personal protective equipment.

§ 6. Rights and obligations of the Volunteer

1. The volunteer is obliged to carry out his activities with the utmost care, taking care of the Beneficiary's property and image, the dignity of the persons for whose benefit he carries out his activities, as well as promoting the idea of volunteering.

2. The volunteer is obliged to comply with the legislation, in particular, regarding health and safety at work, fire safety, as well as generally accepted norms, including norms of social coexistence, to take care of the order and safety of other people.
3. The volunteer has the right to:
 - a) breaks for rest in the amount not less than provided by the Labor Code, or on demand, if the nature of the activity allows.
 - b) to receive a written certificate about the work performed, indicating the time and scope of its performance.
4. At the request of the Volunteer, the Beneficiary must confirm in writing the content of the contract specified in § 3.
5. The Volunteer may terminate the activity or service at any time and shall notify the Beneficiary.
6. If the Volunteer's work lasts more than 30 days, the agreement referred to in § 3 must be concluded in writing.
7. At the volunteer's request, the Beneficiary can submit a written feedback on the volunteer's performance of services.
8. A volunteer who provides assistance for a period of no more than 30 days must be provided with accident insurance by the Beneficiary.
9. The volunteer and his/her guardian, if any, are responsible for the safe arrival and departure of the volunteer activity.

§ 8. Processing of personal data of the Volunteer

1. According to Article 13 of Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 on the protection of individual entities during the processing of personal data and on the free movement of such data and on the repeal of Directive 95/46/EC (RODO), I hereby inform you of the following:
 - a) The administrator of personal data is the Inna Przestrzeń Foundation, located in Warsaw, ul. Nowy Świat 23/25 lok. 32, KRS No. 0000257224;
 - b) The purpose of personal data processing is the conclusion of a contract and the implementation of rights and obligations arising from the performance of volunteer services (Article 6, Part 1, Clause "b" RODO), the implementation of other obligations to the volunteer, defined by the Law of April 24, 2003 of the year "On socially useful activities and volunteer work" (Article 6 Part 1 Clause "c" RODO), as well as the legitimate interest of the Administrator in the protection of claims and protection against claims (Article 6 Part 1 Clause "f" RODO);
 - c) Personal data may be transferred to other subjects to whom the obligation to transfer data arises from the law;
 - d) Personal data processed by the Administrator is not and will not be transferred to countries outside the European Economic Area, which consists of the countries of the European Union, as well as Iceland, Norway and Liechtenstein;
 - e) The data will be processed during the period of service provision by the volunteer and thereafter may be stored for 3 years for the purpose of securing claims and defense against claims;
 - f) The provision of personal data by a volunteer is a requirement of the law, and the consequence of not providing personal data will be the impossibility of accepting the service; in accordance with generally accepted legislation, declarations of intent on behalf of minors are made by their parents or legal guardians;
 - g) The volunteer has the right to access the content of his data, correct his data, limit processing, file a complaint with the Head of the Office for Data Protection if he believes that the processing of his personal data violates the provisions of RODO. There is no right to objection, transfer of data, deletion of data due to the right of the Administrator to establish, assert or defend claims;
 - h) The data is not processed for any other purpose or by automated means.

§ 9. Processing of other personal data

1. Personal data of parents, legal guardians and custodians of minor volunteers are processed exclusively for the purpose of fulfilling the Beneficiary's legal obligations to ensure the safety of minor volunteers.
2. Personal data - images of volunteers and guardians (without linking to the relevant identification data) - may be recorded in the form of photographs and video recordings and published for documentary and informational purposes of the Beneficiary and his supporters. The Beneficiary is unable to guarantee an exclusion of image retention for an individual volunteer.