



Worker agreements

Appropriate paperwork for church use

A8 Articles series: Management

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This article seeks to introduce and explore the concept of agreements between churches or mission agencies and those who work for them, whether paid or volunteers. It may be read alongside Article A6 on job descriptions.

For **employed staff** the agreement (a legal one) is usually known as a contract of employment, although there is a great deal of ignorance as to exactly what this is. So Part 1 seeks to clarify what this term means. It also explains important legislation concerning such contracts that churches and charities need to be aware of.

There will also be other documentation such as job descriptions, perhaps sets of aims for each year and a staff handbook. For larger and more commercial operations there will also be 'collective agreements' with unions or professional associations, but these are not assumed to be relevant to most churches so are not covered here.

The idea of an agreement for a **volunteer*** (in Part 2) is not so well developed, but is gradually gaining ground. Volunteers, by definition, cannot be party to a contract. But although no one wants unnecessary bureaucracy, and it is questionable whether someone invited to join the coffee rota would be amused if you presented them with two copies of several sides of paper to study and sign, the basic concept of an agreement is sound.

Agreements are assumed to be two-way. If there are demands on the employee and volunteer, there should be requirements too on the employer (as there are in law) and those responsible for the volunteers.

The article concludes in Part 3 with selected sources for more detailed advice and two sample sheets: one a simple written statement for an employee, the other an idea for a volunteer agreement with a member of a church's Newcomers Team.

* The term 'volunteer' is used in this article to distinguish such an appointment from a paid employee. Your church may not use this term as such within the context of all-member ministry.

1: Employed staff

The meaning of a contract of employment

Many employers, both churches and Christian mission agencies, are confused as to the use of the term 'contract of employment'.

A contract is a binding agreement between two parties. A contract of employment exists as soon as an 'employee' accepts an offer of paid work, and by so doing proves that he or she accepts the terms and conditions offered by the 'employer'. This acceptance does not even have to be in writing.

Such contracts themselves do not have to comply with any guidelines.

- 1 Employer and employee may, as a general rule, agree whatever terms they wish.
- 2 There is no required form in which to express such a contract. Some will be purely oral arrangements, and most will probably be a mixture of oral and something written (such as a letter from the employer offering a job and a reply accepting it).

So, if the contract does not have to be in writing and can be in any form that both parties agree to, what is the piece of paper that most employers know they have to give to each employee?

By law every employee (who works for over one month) is entitled to a written **statement** from their employer containing specific information. This is not usually a legal contract in itself (it needs nothing to make it look formal, such as a seal or pink ribbon!) but it is evidence that a contract exists. However it has to be clear as to certain terms in that contract. It is this written statement that the rest of this part of the article is concerned with.

To call it 'a contract' is incorrect (unless it has been specifically set up as one – which can be done). It should be known as a 'written statement of employment particulars' (to give it its formal title) or a 'statement of main terms and conditions of employment'. This is shortened to 'written statement' in what follows.

To put it simply, a contract exists once an employer says 'Come and work for me' and the would-be employee says 'I will', whether this is done orally or in writing. The written statement is there to ensure that certain details of this agreement are clear and understood by both parties, in particular to protect the employee.

The word 'employee' needs clarification. The distinction between 'employees', 'workers' and 'volunteers' is not always completely clear. 'Workers' are people who work for the church or mission agency for payment but not under contract (such as a self-employed consultant), and 'volunteers' are those who work without payment (and so, in most cases, cannot be under contract). Most people paid a regular wage or salary will clearly be 'employees'.

This paper does not address the specific issues in this area for Church of England clergy under 'common tenure' because most clergy are not employees.

The written statement

Some churches are under the impression that it is only full-time staff, or staff who work so many hours per week, who require such a statement. Not so. The law was changed back in 1995 and all employees have to be given such a statement. So what follows applies to a church employing just one part-time caretaker as much as to churches with 15 full-time lay staff.

Some Christians feel that such dedication to legal detail is unnecessary and it is all invented by administrative bureaucrats to give them something to do. In a perfect world such written statements might well be unnecessary. But clear statements of where employer and employee stand are essential when things go wrong or when there is any confusion.

Most employment legislation follows basic Christian principles of justice and care for those who might otherwise be exploited. Without proper paperwork considerable problems may arise when a relationship breaks down or an accident happens – or there may simply be unsettling misunderstandings. So Christians should welcome the legislation, and as citizens we have the same obligation to obey it as everyone else.

The law states that employees who are employed to work for over one month are entitled to the written statement within two months of starting work. Good practice, however, suggests that they should receive the statement either before starting employment or on their first day.

If the statement is not given within two months, the employee has no right as such to claim damages but may make a complaint to an employment tribunal. If the complaint is upheld the tribunal will then state the particulars which

should have been given. If the employer has acted in breach of any of these, the employee may then bring an action for breach of contract and seek damages arising from such a breach.

Changes in the law

The relevant legislation is contained in sub-section 1.7 of the Employment Rights Act 1996. This has now been amended by sub-sections 35-38 of the Employment Act 2002. Under this latter Act a number of important changes came into effect in October 2004. These affect, in particular, disciplinary, dismissal and grievance procedures with the most significant changes applying to smaller organisations (ie. most churches). These are referenced below.

There are various terms of contract which are already governed by legislation. For example, there are minimum standards in relation to pay (minimum wage), notice periods, sick pay, maternity/paternity arrangements and holidays. Since 2004 standard requirements for disciplinary, dismissal and grievance procedures have been implied into all employment contracts. Under the new Automatic Enrolment scheme all employees aged 21 to retirement age earning at least £10,000 pa have to be enrolled in a workplace pension scheme.

Another area of change relates to fixed-term contracts. Under the (take a breath!) 'Fixed-term employees (prevention of less favourable treatment) regulations 2002', if a fixed term contract is not renewed then the employee is treated as dismissed for the purposes of unfair dismissal and redundancy law. In other words, the dismissal must be shown to be fair (or for there to be a genuine redundancy).

Furthermore, since July 2006 employees who have been employed under successive fixed-term contracts for at least four consecutive years are able to ask their employer to issue a statement confirming that they are now permanently employed. Employers then have to abide by rules laid down in these regulations.

What the statement needs to include

My recommendation is that all the following items should be included in the one statement, though not necessarily in the order given here, nor in any prescribed format.

The law in fact insists that all these points are covered, but allows some of them to be issued in further instalments after the 'principal statement' (though still within the two month period). Under normal circumstances, it is better to put them all

together. Items in *italic*, however, can be references to other papers (eg. staff handbook) which the employee must be given, to prevent the written statement itself becoming too detailed.

- 1 The names of both employer and employee, the employer's address, and the place(s) of work.
- 2 The starting date for the employment, together with the date that 'continuous employment' began, any probationary period, and the date on which fixed-term work (if applicable) is due to end.
- 3 The job title or outline of work and any in-service travel requirements (it can be helpful to refer to a full job description).
- 4 The pay (amount, scale, rate, or method of calculation and the interval at which it is paid, whether in advance or arrear, review details, any accommodation or equivalent benefits, and any pension arrangements).
- 5 Any terms relating to the working hours including Sunday work, overtime and flexible working.
- 6 Any terms relating to holiday entitlements (such as number of days, holiday year, public holidays, holiday pay).
- 7 The notice periods for termination (which the employee is obliged to give and entitled to receive) or relevant legislation.
- 8 *Any terms relating to sickness and injury (notification, periods for sick leave and amounts of sick pay).*
- 9 *Details of the employer's disciplinary, dismissal and grievance procedures (disciplinary and dismissal rules, persons to whom appeals can be made, forms of appeal, further steps).*
- 10 *Any details of collective agreements that directly affect the employee's conditions of employment..*
- 11 *Requirements of adherence to any faith basis under an 'Occupational Requirement' (OR, formerly GOR).*

Notes (numbers refer to points above)

- 1 If the employee is required to work outside the UK for more than a month, there are additional requirements.
- 2 Occasionally employment for a previous employer counts towards the period of employment. If the employment is temporary, its likely period must be stated. Note that fixed-term employment is no longer straightforward. You should obtain professional advice on this issue.
- 5 State if there are no terms here.

- 9 These are detailed matters with important changes in the law since October 2004. The ‘small employer exemption’ was removed (this applied previously to most churches and many small charities) and all employers are now required to have a disciplinary procedure. For a straightforward explanation see the Gov.uk website information or other resources described in part 3 of this article below.
- 10 Most small employers need not worry about this one.
- 11 Read Training Notes TN92, *How genuine are your GORs?*, for this.

There are other points that can be added to the statement if wished (such as for training, appraisal, expenses, working for other organisations). But you cannot now insist on an employee retiring at 60 or 65 since the default retirement age has been abolished. Retirement has to be discussed with the employee but you must not discriminate on the grounds of age.

It is not legally necessary for both employer and employee to sign the statement, but it is good practice to do so.

There are a number of other implied terms within any contract of employment. An employer must not act in a manner likely to destroy the relationship of trust and confidence between the employer and the employee and must take reasonable steps to ensure the employee’s health and safety. An employee must comply with duties of fidelity, obedience, due diligence and care and not disclose the employer’s trade

secrets or confidential information.

The statement will often refer to a job description which is best kept as a separate document. There may also be other papers such as a staff handbook and stated aims for each year. A sample written statement is provided at the end of this article.

Changing any details

This is a tricky matter and employers need to take great care. The employee is entitled to receive written notification within one month of when the change occurs. This must contain explicit particulars of the change. However, this does not entitle the employer to make such a change without the consent of the employee.

Normally the employer and employee need to agree together on the change (unless the existing terms allow for certain variations to be made). If this is not possible, the employer may terminate the existing contract (with proper notice) and then introduce a new one. But the employee may be able to make a claim for constructive dismissal in such a case – so take professional advice.

If employers have failed to supply written statements and now start to do so, as may well be the case for some reading this, they must be very careful not to vary any existing terms (which may exist from correspondence or simply from practice) without giving the employee written notice as above.

2: Volunteers

This second part investigates a possible equivalent to the contract of employment.

The meaning of ‘volunteer’

A volunteer in this context is anyone who offers their time and abilities to help the church or mission agency for no charge other than out-of-pocket expenses. This would include both formal office-holders (eg. the Secretary) and those who simply get on with a job without being asked (eg. those who washed up after the church supper). Here, we shall focus on the first category.

This would include people who have been **selected** for posts such as a group leader of any kind (adult or children’s), or a member of a music group. The selection process for these positions

may, in some cases, be non-existent in that any offers are accepted with alacrity.

But assume that the church leaders have some idea of standards, and thus that some kind of selection is very desirable. So although volunteers ‘offer’ themselves, this does not imply blind acceptance of all such offers.

The definition also includes people who have been **elected** to hold office or to be a member of a formal group. Examples might include a Treasurer, a Steward of any kind, or a member of any council or committee. The difference here is that the choice rests with a body of people,

perhaps even the whole church membership. It often depends on there being more people willing to stand than places available. It is unusual to have this for the appointment of most Treasurers though!

For a mission agency, the same would apply. People might be selected for a short-term project or to represent the organisation in some way. Others might be elected to a committee.

The key point is that there is no payment for 'services rendered' and there can therefore be no contract of employment.

Agreements for volunteers

There may be no contract, but there is no reason why there should not be some kind of statement of what the church or mission expect of the volunteer and, in turn, how they aim to support this person. This might well be supplemented by a simple role description and some kind of handbook for the task in question. The idea for such a statement is included elsewhere on this website (see Article A6 part 2) but expanded here, together with an example.

Such a statement needs to be kept very simple, or it starts to look 'contractual' and over the top. Note that most safeguarding policies now *require* such a statement for anyone working with children or vulnerable adults. It might:

- include something about the time input required and the length of service expected (if you would like them to think in terms of, say, two years in the first instance);
- list any points about gifting, character or behaviour that it may be necessary to say (for example a Children's Group Leader will need to follow the church's Safeguarding Policy carefully – which may require considerable detail in a separate document);
- give an idea of standards expected (eg. quality of output for a Press Officer);
- outline the overall church vision into which this task fits.

If you overdo all this, no one will volunteer for anything! But if you omit all this how can you review the person in their work, help them to develop themselves, and allow the church or mission to maintain necessary standards? Any good volunteer will want to know this kind of detail anyway.

It is good if the church can itself 'contract' with the volunteer to offer training, or to pay for equipment, or to promise prayer support. This statement then becomes a two-way agreement.

BUT, if you do this, do ensure that you do everything you promise. Better not to say anything if you are not prepared to follow what you put.

The key issue here must be the level of formality. At this point, refer to the example for a member of a Newcomers Team (deliberately the same team chosen in Article A6) which follows at the end of this article. This includes examples of the points made above, and clearly shows what the church is offering by way of support and encouragement.

Consider how this principle might now be used for the following kind of church posts. For posts that are elected rather than selected (such as the first in the list), consider the value of each member of the electorate having access to such a statement, before nominating and then voting for people to the body in question.

- A member of the PCC or Diaconate or the Church Council, etc.;
- a member of the Music Group or Choir;
- a leader of any home or other small group;
- a leader or helper in the church's children's and youth programme;
- a member of a bereavement team;
- anyone who leads in prayer or reads lessons;
- anyone invited to help run the crèche.

Other paperwork

So far this article has covered some kind of **agreement**, and mentioned a simple **role description** (which may well form the first part of the agreement paper). The third item of paperwork takes us well outside the realms of normal practice in churches. It is helpful to have a very simple statement (A5 would usually be sufficient) that expresses:

- desired achievements over the next year (eg. for the leader of a children's group, 'to see every child coming to appreciate something of who Jesus is, what he has done for them, and how he can be their friend' – no more than six items);
- (if not already covered) how this fits in with the church's big picture vision or plan – so the person can see that his or her work is part of a larger whole, and that this is working towards a greater purpose.

Such **aims** may include ones that relate to the task (as the one above), but also ones of relationships (such as teamwork among all the children's leaders), and ones of personal development (eg. 'to become proficient at

designing and leading a 45-minute session which holds the children's attention and which they enjoy').

But do keep this very, very simple. And of course it needs updating each year so be sure you do this.

The fourth item of print to consider is an **information pack** of some kind. This will not be appropriate for all positions, but will be invaluable in many posts where to lose the accumulated experience of the previous office-holder would be a severe blow.

The danger is of the previous post-holder telling his or her successor exactly how to do the job. This can stifle creativity. On the other hand some suggestions, and a logging of background data, can save the newcomer from hours of frustration.

Examples where this would be useful would include the following.

- A children's leader passes on a listing of activities that have worked well, with a resource file of where to find helpful input in print or on the web. There might even be a small library of books and magazines that contain helpful ideas.
- The person who organised the last church weekend away leaves behind full details of how it was run including resource data, timetable for all actions, sets of accounts, pitfalls encountered and how they might be avoided, good ideas for the programme, sample letters and leaflets produced for promotion and when corresponding with speakers and the venue, and so on.

The danger of overkill

The contractual paperwork discussed for employees is required by law. For volunteers there are no such requirements. What is described here seeks to offer a caring environment for the support and encouragement of volunteers. But there is a danger of overdoing it so that any voluntary post comes with a file of paperwork enough to put anyone off.

The point of this article is that most churches and missions are 'underdoing it'. They assume that a volunteer simply needs commitment to Christ and this church (or mission agency) and everything else follows. This is far from the case.

In an age when finding people to undertake 'volunteer' tasks is becoming increasingly difficult, you need a system; one that defines a job clearly, so people know what they are letting themselves in for, and one that gives an idea of what is required, so that anyone can assess whether they can match this or not. All this in a context of care and support from the church so that volunteers know they will not be left high and dry.

Although all the above has been expressed in terms of printed paperwork, the assumption must be that this is simply a backdrop for a personal invitation and discussion of the role and the person's suitability.

So, is this approach overkill?

- Yes, if you put people off by providing six box files of paperwork to a nervous person who is wondering if God is calling them to offer for an area of service where they lack experience and self-confidence.
- Yes, if you set standards for the Music Group that demand Grade 8 with distinction in five different instruments before you will even be considered for audition.
- Yes, if you let paperwork replace careful, gentle, one-to-one personal discussion and affirmation.
- But not at all if it used as a back-up to the personal touch, if it allows people to consider honestly whether they are right for this post or not, and if people want to know if they can trust the church or charity to be responsible in the way it will treat them.

The paperwork described above needs to be designed to fit the church's culture. For example, if quality is important it should look neat and be well printed. If people don't read, it may need plenty of visuals (cartoons, clip-art, etc.).

One of the main reasons for appointing a volunteer to any post should be to develop that person, whether in practical skills, in responsibility, or in Christian faith. In such cases, appropriate paperwork (or other more visual forms) can be a means of showing the church mean business and take their volunteers seriously.

Now that would be a refreshing change and might encourage many more to offer.

3: Practical examples and references

On page 8 there is a sample written statement for an employee and on page 9 a sample statement of expectations for a member of a volunteer team (Newcomers Team). For where to go for more detailed advice, read on. This page has been extensively revised in 2011 and again in 2013 and 2017 to take account of changes to legislation and to websites.

For contractual staff, a good place to start is at the Gov.uk website. Go to <https://www.gov.uk/employment-contracts-and-conditions/overview>. Although the guide there comes in separate sections you will see that you can print the entire set out as one document.

If you would like to see a pro-forma statement of contract terms, the guide includes one (in association with the Department for Business Innovation and Skills at <https://www.bis.gov.uk> where it can also be found). Or you can use the ACAS outline by going to <https://www.acas.org.uk> then 'Advice & guidance', 'A-Z listing' then 'Contracts of employment' where you will see reference to the written statement.

If you are looking for specific help for a church setting and are prepared to pay for this, Stewardship and Anthony Collins Solicitors have together produced an employment contract pack for church and Christian charity use. It costs £150 and the equivalent one for volunteers costs £84 at <https://www.stewardship.org.uk/support-services/consultancy-for-employers>.

For volunteers, the Methodist Church include several suggested documents on their website. They include a sample volunteer agreement – although this is probably more suitable for an unpaid post working at stated times (eg. serving in a church coffee shop) than for something like a leader of a home group. Go to <https://www.methodist.org.uk>. Select 'Ministers

and Office Holders' then 'Employees and Volunteers'. Select 'Volunteers' then 'Sample volunteer agreement'.

In a wider charitable context, try the National Council for Voluntary Organisations (<https://www.ncvo.org.uk>) and the Directory of Social Change (<https://www.dsc.org.uk>).

But if you have questions or are dealing with a situation that is not standard, you should take professional advice from an employment solicitor. It would in any case be wise to show your pro-forma written statement to a specialist to check you are following all necessary legislation and best practice, especially in view of changes introduced in recent years.

Note that Part 1 of this article acts only as a brief introduction to contracts of employment and is in no way intended as a comprehensive explanation of employment law in general. The websites above provide access to a much wider range of issues that employers will need to be familiar with, such as 'Working time regulations', 'Discipline and dismissal procedures', 'Statutory notice periods', 'Statutory sick pay' and so on. Employment law is regularly updated.

The author cannot be held liable for any action taken in the light of this article. He always recommends clients to take up-to-date professional advice from a specialist solicitor on matters of employment.

This article is available at <https://www.john-truscott.co.uk/Resources/Articles-index> and then A8. For writing details of a post, see Article A6, *Job descriptions*. See also Article A17, *Staff selection step by step*, and Training Notes TN31, *Affirming volunteers*, TN80, *Staff salary scales*, TN85, *Preparing a Lone Worker Policy* and TN92. *How genuine are your GORs?*

Contact John if you would like to enquire about the possibility of using his consultancy or training services on any aspect of staff or volunteer management in churches.

Cartoons are by Micki Hounslow for filing categories of Leadership, Management, Structures, Planning, Communication, Administration. File A8 under Management (with a link to Structures).

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CHRISTIANITY CHURCH, 1 Cloister Close, Choirchapel, CC1 1CC

To Chris C Cross (address)
2nd September 2019

Dear Chris

The following particulars are given to you in accordance with the terms of the Employment Rights Act 1996.

Your employment as Office Secretary of Christianity Church begins on 1st October 2019. You are employed by the Christianity Church Council and have not had previous employment to count as part of your continuous period of employment. Your work will be as stated in the job description dated 15th July 2019 and already given to you. You will normally work from the church office but occasionally from your own home.

This is a part-time, permanent post. You will work for a total of 20 hours per week, normally from 9.00 am. to 1.00 pm. on Mondays to Fridays and will be paid a salary of £11,250 per year by monthly bank transfer in arrear. There will be some flexibility allowed for hours in school holidays. This rate will be reviewed annually on 1st January. There is no overtime payable.

You are entitled to paid holiday as follows: four weeks (of 20 hours) of leave per year, all statutory bank holidays, plus the period between Christmas and New Year when the office is closed. The holiday year starts on 1st January and no accrued holiday may be carried forward to a new year. So you may take one week's (20 hours) paid leave for the period to 31st December 2017 in addition to the Christmas period outlined above.

If you are away sick for more than five consecutive working days, you must obtain a medical certificate. For shorter periods you must fill in a self-certification form. You must inform the Minister by 9.00 am. on the first day of absence if you are unable to come in to the office. You will receive full pay for up to four weeks' absence for sickness or injury in any one calendar year, and up to a further four weeks at half-pay, after which you will receive your statutory sick pay entitlement.

Particulars of the terms and conditions relating to the Christianity Church pension scheme can be found in the staff handbook given to you with this statement.

This appointment may be terminated by either party giving four weeks' notice in writing (or the statutory period if greater). The employer may make payment of the appropriate salary in lieu of notice. Your employment is permanent, subject to the above.

If you are dissatisfied with any disciplinary decision which affects you, you should send details in writing to the Church Stewards. The Church Council's disciplinary and dismissal rules, and details of subsequent steps in the procedures, are included in the staff handbook.

If you have a grievance relating to your employment you should in the first instance raise this orally with the Minister. Details of subsequent steps in the grievance procedures are included in the staff handbook.

There are no collective agreements relating to your employment.

Signed (Church Secretary)

I acknowledge receipt of this letter

Signed (C C Cross)

Date

The Gov.uk and ACAS websites show examples in 'statement' format. This is an outline of something similar in 'letter' format. This example is deliberately kept simple and refers to other paperwork. You may wish to add other details (or these may be included in a staff handbook) and to provide some sub-headings.

CHRIST CHURCH, CHRISTMINSTER

Member of the Newcomers Team

What do we expect of you?

- 1 To be on duty whenever you are at church on Sunday (there is no rota), if possible being present 15 minutes before the service begins and staying to talk to newcomers and visitors afterwards. Your first responsibility is to newcomers, even when your friends want to talk to you.
- 2 To make it a priority to attend termly team meetings for training and sharing news, and the occasional Sunday lunches for newcomers.
- 3 To commit yourself to the team for one year in the first instance, and to review this with the team leader at the end of this time.
- 4 To be regularly on duty (present at church at least two to three times a month on average), able to talk to strangers in a natural way, to be very sensitive in how you do this so that no one feels put under any pressure, to remember names and faces, and to be knowledgeable about the church so that you can answer questions confidently.
- 5 To be careful about giving wrong impressions if talking to people of the opposite gender if on their own, and although not to be too formal, never to be over-familiar in any inappropriate way. You should be fully aware of the contents of our Safeguarding Policy.
- 6 To share our vision for being Jesus Christ to every person you meet, helping people to move one more step forward in their knowledge and experience of him.

What can you expect of us?

- 1 This is an unusual team that works behind the scenes and is not officially listed, so you will be expected to do this work without the public recognition that we seek to give to other teams. However, the church will pray for the team (without naming individual members) through our monthly prayer leaflet and occasional intercessions in services.
- 2 The Minister and leadership recognise the vital importance of your work and want to encourage you in every way they can. So, for example, one PCC member / Elder (etc.) each year is asked to take specific responsibility for the team and to represent you on the Council / Eldership. This year Peter Piper acts as this link, and he will check how things are going with you from time to time. He will also present a report from your team at least once during the year.
- 3 The church has a training budget, and is happy to pay fees for selected training events or to purchase resources that your team leader feels would help you all.
- 4 Once a year your team leader will speak to you about your involvement on this team and ask whether you wish to continue or whether there are other tasks within the church which might help you to move on in practical discipleship.
- 5 If changes in personal circumstances mean that you wish to come off the team, either for just a few weeks or permanently, we quite understand this and will do all we can to support you.

September 2019

Note: this would accompany the job description (see a worked example for this team in Article A6), perhaps a simple set of aims for the year for the whole team, and any reference paperwork to give background information. In this case the role of the Newcomers Team is assumed to be solely to look out for newcomers and visitors and make them welcome in an appropriate way. There would be an additional stewarding team.