



Presenters Agreement

This agreement is entered into by **Whitehorse Boroondara FM Community Radio Inc.** (operating as *94.1FM 3WBC*) hereafter known as the '3WBC' and ...

Name of Presenter (Here after known as presenter)		
Address:		
Telephone:	Mobile:	Email:

This agreement is ongoing while you are a presenter on 3WBC unless and until it is replaced by a revised agreement.

1. The station undertakes to provide the following to the presenter:
 - Mission Statement, Purpose and Objectives and Governing Principles of 3WBC
 - Community Broadcasting Code of Practice.
 - 3WBC Presenters' Handbook.
 - Presenter's Kit.and the presenter undertakes to read all the documentation.
2. The station undertakes to provide facilities, training, infrastructure and a safe working environment that enables the presenter to work in a community radio station as a volunteer broadcaster.
3. The station undertakes to encourage live broadcasting at all times. If this is not possible programmes may be pre-recorded or played via our computer automation system. These programmes are to be played only at the discretion of the Committee of Management (CoM).
4. The presenter undertakes to comply with the requirements of the Community Broadcasting Code of Practice and the Broadcasting Services Act 1992 and any other applicable legislation, and accept all liability attached to the station caused by their breach of such Code or Act.
5. The presenter undertakes to accept responsibility for the content of their programme, and so far as it is possible to do so, agrees to comply with the laws relating to defamation, libel and slander, obscenity and contempt of court.
6. The presenter undertakes to conduct their work for the station in the spirit of its Purpose and Objectives, Governing Principles, Rules, Policies and Procedures.
7. The presenter undertakes to accept all directions and decisions made by the Committee of Management concerning — programme content, technical quality, presentation skills and on-air conduct, access to station premises, use of station equipment and property, strategic planning, risk management and Occupational Health and Safety.
8. In relation to the transmission of their programme the presenter undertakes:

- to be at the station premises, ready to present their programme a minimum of 15 minutes before broadcast time;
- to make themselves aware of the musical content of their programme;
- to remain on the premises and in control of their programme for its full duration;
- to broadcast sponsorship and community announcements and other logged items as listed on the station log sheet during their programme;
- to provide a replacement presenter, if required, and approved by the CoM or provide a pre-recorded programme (in the event they cannot do their programme) at least 24 hours before broadcast time, if possible;
- to notify the station manager (if not available) then a CoM member by telephone or in person at least 24 hours (a longer time is preferable) before broadcast time if unable to present their programme on a particular day (except in an extreme emergency);
- to ensure that any guests they have on their programme do not operate any broadcasting equipment (including all computers etc) and to take full responsibility for the correct and appropriate behaviour and activities of those guests whilst they remain on the station premises.
- to ensure their person and attire is neat and tidy and that they can be identified as a presenter by wearing their identification badge.
- to refrain from openly criticising (on-air) 3WBC, the CoM, other presenters and volunteers. This action may lead to immediate dismissal. Note: There are other more appropriate avenues for addressing concerns (i.e. put them in writing).

9. The presenter undertakes to comply with any reasonable request by the CoM to change their broadcast time, the day, programme content or length if special circumstances arise. 3WBC shall at all times retain the right to control and formulate the structure and timing of programmes.

10. The station undertakes to give the presenter access to the station's and CBAA's conflict resolution processes as set out in the CBAA's Code of Practice. Concerns presented in writing will be addressed at the next scheduled CoM meeting.

11. The presenter retains the copyright for their programme, notwithstanding other copyright materials broadcast within their programme such as music. Should a presenter wish to rebroadcast their programme through other broadcast methods, they must do so within the guidelines set out in the 3WBC rebroadcast policy.

12. The presenter understands that the programming sub-committee and/or the CoM has the right to remove the programme from air if it fails to comply with station rules, policies, guidelines, governing principles, management directions, statutory requirements (e.g. logging) or if the presentation skills, on-air manner/behaviour and station etiquette are not of a standard acceptable to the CoM.

13. As a new presenter they understand that they will be on-air on a trial basis for a *Probationary Period* lasting up to three months. Their progress will be reviewed and evaluated during this period and subject to satisfactory performance they may then be offered a permanent appointment as a presenter.

Note: (1) A presenter can be taken off-air if performance is not satisfactory during the probationary period.

(2) If no time slot is available then the presenter will go on a waiting list or possibly share a slot with another presenter until a mutually acceptable time becomes available.

14. The presenter understands that the Broadcasting Working Group and/or CoM can initiate an evaluation of the quality of their programme and presenting skills to assess satisfactory performance and to suggest improvements as required. If they refuse to do the evaluation,

the CoM has the right to suspend or dismiss them for non co-operation for a period of its choosing. Reinstatement is at the sole discretion of the CoM.

15. The presenter undertakes to comply with 3WBC's *Language Policy* that prohibits, at all times, the use of any material which may contain bad and/or explicit language, swearing and inappropriate sexual, drug or terrorist references.

16. The station undertakes that it will take every care with recorded material left by the presenter at the station but cannot accept any responsibility for loss or damage.

17. The presenter undertakes to treat other volunteers, guests of the station, staff and CoM with consideration and respect and will not discriminate based on race, religion, age or sex.

18. The presenter undertakes to take full responsibility for the safety, security and proper use of any key(s) or other property which is made available to them and to promptly return any such item(s) in good condition to the station immediately on the expiry of this agreement. Damage is to be reported immediately to the CoM.

19. The presenter undertakes not to remove station equipment or property including CD's and records. This includes copying music from the station computers or using station equipment to burn CD's for personal use. This is illegal under the Copyright Act.

20. The station undertakes to provide station equipment and facilities for the production, preparation and presentation of programmes. Station equipment may not be used for any other purpose without the prior consent of the CoM. The use of station computers to download music from the internet is not permitted. Computers can only be used for programme research, on-air presenting and training purposes.

21. The presenter undertakes to not make commercial/promotional representations on behalf of 3WBC, to any person or organisation without prior authority from the CoM.

22. The presenter undertakes to check the diary on the office desk, notice boards, the whiteboard and for personal notices in their pigeonhole on arrival at the station.

23. The presenter undertakes to attend 3WBC's '*presenter meetings*', as arranged.

24. The presenter undertakes to attend basic and updated training sessions as directed by the training co-ordinator.

25. The presenter may be asked to be added to the station *cleaning roster*.

26. The presenter undertakes to keep their *station membership* current.

27. As a *new trainee presenter* they undertake to pay the *training fee* which covers the Presenter's Kit and also pay the separate membership fee.

- Note:**
- (1). *Being a presenter on 3WBC is a privilege not a right.*
 - (2). *No presenter owns their air-time (refer to point #9).*

Parent/Guardian of Youth under 18 years to complete this section:

Youth Presenter Declaration (Under 18 years of Age)

As the Parent/Legal Guardian of the presenter who is **under 18 years of age** and is the Presenter named in this Agreement. I consent to acting as a Presenter on 3WBC and undertake to ensure that he/she also observes all the agreements, undertakings and commitments as set out in this agreement.

I also agree that a parent/guardian will be present at all times when the youth presenter is on station premises until they reach the age of 16 years.

After that age, they may be able to present on-air programmes alone with the consent of the CoM and the parent/guardian.

Signature of Parent/Guardian:

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Date:

Signature of Youth Presenter:

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Date:

Signature of Adult Presenter:

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Date:

Signature of Committee Member/Station Manager

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Date: