

## 3RPC Incorporated Presenters Agreement

*This agreement is ongoing while you are a presenter on 3RPC Community Radio unless and until it is replaced by a revised agreement.*

**Being a presenter on 3RPC Community Radio is a privilege not a right.**

Should you have any questions regarding any part of the Agreement, please direct your question to Management or a member of the Programming Sub Committee

The Programming Sub-Committee in consultation with the CoM has the right to remove the presenter from air if they fail to comply with station rules, policies, guidelines, governing principles, management directions, statutory requirements or if the presentation skills, on-air manner/behaviour and station etiquette are not of a standard acceptable to the CoM

Should you have any questions regarding any part of the Agreement, please direct your question to the Programming Co-Ordinator or a member of the Programming Committee

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 presenter

***Failure to follow the rules of the station could result in the removal of the presenters on air privileges, and until an investigation can be conducted, may include, in extreme cases, immediate removal from air.***

***All complaints from the public will be investigated.***

### Definitions: -

**3RPC** – 3RPC Incorporated.

**Presenter** – Presenter(s) or Panel Operator(s) or Broadcaster(s)

**Program** – the sounds, including words and music broadcast or to be broadcast and includes the script.

**Station** – 3RPC. The building's, and environs, which form the office and studio complex, currently located at 18 – 34 Julia Street, Portland, outside broadcast locations and Mt Clay facility

**Visitor(s)** – people who do not have any other reason to be in the station

**Rules** – any rules, regulations, Federal or State Regulations, 3RPC Presenters Agreement, 3RPC Presenters Handbook or other requirements either, now existing or to become part of the operation of the station, at a later date.

3RPC abides by CBAA and ABA codes of Practice for on air broadcasting.

**Station Policies** – those written policies, which have been developed over a number of years as part the operations of the station.

**Outside Broadcasts** – any broadcast, which does not utilize the station studios as the broadcast location.

**Management** – Committee of Management Member or Office Co-ordinator(s) or Volunteer Station Manager

**CSA** – Community Service Announcement

**CoM** – Committee of Management

**Emergency Services** – Police, Ambulance, Fire Brigade (CFA), State Emergency Services (SES), Coast Guard

**VSM** – Volunteer Station Manager

**Razzy** – Radio Automated Software, Computer and Monitor

**Minor** – a person under the age of 18 years

### **3RPC has Zero tolerance for the following:**

1. Violation of the Child Safe Policy
2. Physical or verbal abuse
3. Threatening behaviour towards members or visitors
4. Sexual misconduct (physical or verbal)
5. Drug and alcohol use on its premises.
6. Bullying and harassment

## 3RPC Incorporated Presenters Agreement

### Rules for Presenter

As a Presenter on 3RPC Community Radio, I undertake to: -

1. Be a financial member of 3RPC Incorporated
2. Pay a weekly presenters fee, as set by the Committee of Management, from time to time. This fee must be paid weekly or in advance
3. Not give out names, personal or contact details of any member of 3RPC, volunteers, presenters or staff of the station. Take a message and write it in the phone message book. If the matter is urgent take a message and ring the presenter myself. (The exception being that if a presenter rings looking for a fill in, phone numbers may be given out)
4. Treat other volunteers, visitors to the station, staff and CoM with consideration and respect and will not discriminate based on race, religion, age or sex.
5. Abide by the code of ethics of the Community Broadcasting Association of Australia (CBAA) and the program standards of the Australian Communications and Media Authority (ACMA) and the Presenters Handbook as set down by the CoM. If there is any doubt, that a part of the program or any proposed program for broadcast may infringe the Station rules and/or Government regulations, the presenter shall consult with the Programming Sub Committee or nominated representative, prior to the program being broadcast and accept all liability attached to the station caused by my breach of such Code or Act.
6. Accept responsibility for the content of my program ensuring all programs do not contain:
  - a. Racist, Discriminatory, Defamatory or sexist comments
  - b. Language or inferences unacceptable to our listeners,
  - c. Inappropriate sexual or drug references
  - d. Offensive Material
  - e. or any other matter that our community may find offensive
7. Only play to air any material that I own or are legally entitled to use
8. Not bring or consume Alcohol or Drugs on 3RPC premises.
9. Not arrive for my program under the influence of Alcohol or Drugs.
10. Not bring weapons (guns, knives etc) onto 3RPC premises.
11. Ensure that station security is maintained. Ensuring that exterior doors are closed and locked at all times.
12. Refrain from make any negative comments about the station or station policies or activities or 3RPC community, the CoM, other presenters and volunteers on air. This action will lead to immediate removal from air. Note: There are other more appropriate avenues for addressing concerns (i.e. put them in writing)
13. Not to take Food or Drink into the studios
14. Sign my log sheets, and print my name. (this is a legal requirement)
15. Comply with any reasonable request by the CoM to change my broadcast time, the day, program content or length.
16. 3RPC Incorporated shall always retain the right to control and formulate the structure and timing of programs.
17. Accept all directions and decisions made by the CoM concerning — program content, technical quality, presentation skills and on-air conduct, access to station premises, use of station equipment and property, risk management and Workplace Health and Safety.
18. Remain on the premises and in control of my program(s) for its full duration
19. Take full responsibility for the safety, security and proper use of any key(s), codes or other property which is made available to me and to promptly return any such item(s) in good condition to the station. Damage is to be reported immediately to Management.
20. Not to loan or give out any keys and or security codes I may be given
21. Follow station procedures for the borrowing of CD's, Records or Cassette Tapes.
22. Not make commercial/promotional representations on behalf of 3RPC, to any person or organisation without prior authority from the CoM.
23. Acknowledge that repeated failure to turn up to my allocated timeslot(s), without notice, may result in removal of my on-air privileges
24. Not change the settings of the studio computer(s) or the Razyzy software.
25. Not copy or interfere with data on the studio computer(s)
26. Not copy files to the studio computer(s)

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27. Not conduct live phone interviews. Provision has been made to pre record phone interviews. Please contact the office to arrange use of the equipment.
28. Not use Spotify or similar music databases. Spotify fees paid for by presenters are for personal listening, not rebroadcasting, which is illegal
29. Continue to abide by the requirements of the Australian Communications and Media Authority (ACMA that Australians perform twenty- five percent (25%) of music played on the station, and five percent (5%) shall be composed by Australians.
30. Ensure that there are no more than two people in the studios at any one time. (You are entitled to one guest. If you would like more than one guest, permission should be obtained from Management.) The name(s) of my visitor(s) must be logged in the visitors' book
31. Not smoke in the studio or office complex
32. Write in full, all Emergency Services messages, then contact Management who will confirm the message with Emergency Services before authorizing the message to be put to air. Do not broadcast this information unless it has been authorised and confirmed by a CoM member. This must be done to ensure that correct and accurate information is broadcast
33. Find my own fill-in. (The office should NOT be asked to find a fill in for you unless it is an emergency or you have exhausted all other avenues)
34. Continue to monitor output levels while on-air, as high output levels can lead to equipment damage, feedback, distortion or equipment failure
35. Put to air a station ID (live or recorded) approximately every 20 minutes.
36. Not put to air any sponsorships not on my log sheets
37. Put to air all Sponsorships, CSA's and weather forecasts as per the logging sheets. Sponsorships, CSA's and weather forecasts should be aired as close as possible to the time indicated on the log sheets.
38. Report all faults or breakages, this includes equipment and furniture, in the studio logbook, before leaving the studio.
39. Leave the studio, kitchen and toilet areas neat and tidy.
40. Be in the studio, at least 10 minutes, before my program time. I should respect the on air time of my fellow presenter and not arrive more than 20 minutes prior to the start of my program.
41. Contact the Studio if I am running late for my program.
42. Check the studio logbook before going to air for any problems with equipment or furniture.
43. Complete the studio logbook each time I use the studio.
44. Check for updates of the weather forecasts and place other faxes in play sheet box provided.
45. Refer to other presenters by first name only.
46. Ensure my person and attire is neat and tidy.
47. Write clearly all lost and found notices in the "Lost & Found" Book. These should be put to air immediately and then as per the log sheet.
48. Write all Community Service Announcements (CSA's) received via phone in the phone logbook. Only after Management approves the CSA will it be put to air. If it is an urgent request contact Management for approval.
49. Write all phone messages clearly into the phone logbook. Including the contact name and phone number.
50. Ensure that all volumes on the panels are turned down to an acceptable level before leaving the studio.
51. Use the procedure for borrowing Station Records, Cassettes Tapes or CD's, to take off the premises.
52. Return to the correct location all station records when I have finished my program.
53. Place all borrowed CD's and Tapes in play sheet box when I have finished my program, ensuring that there is a list identifying them and who had borrowed them.
54. Not use the station telephones for personal calls, except in an emergency.
55. Give as much notice as possible of resignations or when requiring a change in program times, in writing to the Programming Co-Ordinator
56. Use headphones at all times whenever using the microphone
57. Start my program with a CD, Cassette Tape or Record when using the station computer or my own computer or other electronic device.

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58. Not set up before my time slot begins and my equipment should be unplugged and packed away before my last song finishes, this allows the next presenter to start their program without any interference from me while I pack up.

### As a Presenter I understand:-

1. That my program(s) is the property of the station. Such programs may only be sold and/or broadcast by other outlets with the permission of CoM.
2. That I should check the notice board and my pigeonhole on arrival at the station.
3. I should attend 3RPC Community Radio *'presenter meetings'*, as arranged.
4. I should attend basic and updated training sessions as directed by the training co-ordinator.
5. I may be asked to be added to the station cleaning roster.
6. I can only have a maximum of two permanent time slots, with one semi-permanent fill in
7. I can only be a presenter on air for no more than 4 hours continuously, except in exceptional circumstances as approved by the Committee of Management.
8. I can only be a presenter on air for no more than 10 hours per week except in exceptional circumstances as approved by the Committee of Management.
9. That guests and visitors under the age of 18, are accompanied by a parent, the minor's legal guardian or a family member over the age of 18
10. That the Programming Sub-Committee and/or CoM can initiate an evaluation of the quality of my program and presenting skills to assess satisfactory performance and to suggest improvements as required. If I refuse to do the evaluation, the CoM has the right to suspend me from on air for non co-operation for a period of its choosing. Reinstatement is at the sole discretion of the CoM.
11. No presenter may be the last on at night, and the first on the following morning.
12. That any guests I have on my program(s) 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.
13. I should not approach businesses for sponsorship, without first communicating with the 3RPC Sponsorship Co-ordinator
14. Between 7am and 6pm Monday to Friday programs are to play a minimum of 45 minutes per hour of music excluding, playlists, weather, CSA, lost and founds
  - a. Talk and information programs will be programmed after 6pm week days or over the weekend
  - b. The talk time should not occur all at once, this should be spread throughout my program

## Responsibilities of the Programming Committee and Committee of Management: - They shall:

1. Ensure that details of any complaints are fully explained to the presenter.
2. Endeavour to give forty-eight (48) hours notice, where practicable, if changes to times or format are required, due to special events or other programming requirements: e.g.: Outside broadcasts.
3. Give constructive feedback on programs.
4. Ensure that the Station operates in accordance with the applicable Laws and Government regulations and that Station policies and procedures are followed and shall keep the presenters informed of any changes that may apply to them.
5. Ensure that at all times the operation of the station and on air programs are carried out within the station policies and the legal requirements, applicable at the time.
6. Give the presenter a copy of the presenters' agreement for their records and a signed copy shall be retained by 3RPC Incorporated
7. Give the presenter access to the stations 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.
8. Ensure presenters under the age of 18 will only be trained by a person holding a current Working with Children's police check.
9. Undertake that it will take every care with item(s) left by the presenter at the station but cannot accept any responsibility for loss or damage
10. Some or all of these rules may change from time to time as the needs of the station changes. All presenters and volunteers will be notified of any changes, either by the notice board, panel notices or in writing.

### 3RPC Incorporated Presenters Agreement

Please complete this form and return to the Office.

- Indemnifies the Station against any failure by the presenter to perform and observe the terms and conditions of this agreement, and, to pay to and re-reimburse the station, for all damages, expenses and costs arising out of or in connection with the non- observance or non- performance by the presenter of the terms of the agreement.
- Authorize the station to use his/her program/s, in whole or in part, either live or recorded, in the form of broadcast from the station.
- Any breach of these rules may result in immediate removal from air and the loss of presenter privileges
- The presenter is responsible for all deliberate damages and shall reimburse 3RPC Incorporated for the repair or replacement of all damaged property or items

Having read and fully understood the Rules and Guidelines of 3RPC Incorporated  
I agree to abide by the Rules and Guidelines as stated in the Presenters Handbook

I, (print name) ..... hereby agree to abide by the terms and conditions of the 3RPC Incorporated  
I fully understand the requirements necessary to be an on-air presenter and have received instruction in the Laws relating to and the possible ramifications of not abiding by the 3RPC Presenters Agreement.

Signed: ..... Date: .....

If under 18 years of age parent/guardian signature is required. .  
Please have parent/guardian sign that you have read and understood this agreement.

I parent/guardian 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 14years. After that age, they may be able to present on-air programs alone with the consent of the CoM and the parent/guardian.

Parent/Guardian signature.....

Date.....

Received by Office Co-ordinator:..... Date: .....

Note:

The signatory to this document shall receive original pages 1, 2, 3, & 4 and a copy of page 5.