

94.1FM 3WBC

3WBC Presenters Agreement

Updated – May 2024

This agreement is entered into by Whitehorse Boroondara FM Community Radio Inc. (operating as 94.1FM 3WBC) hereafter known as the '3WBC' and the presenters named in the declaration of this document.

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

This agreement specifically relates to your role as a presenter as opposed to a general member of the association.

Please remember, being a presenter on 3WBC is a privilege not a right. No presenter owns their air-time.

1. 3WBC Responsibilities:

3WBC undertakes to:

1.1 Provide the following materials to the presenter:

- Mission Statement, Purpose and Objectives and Governing Principles of 3WBC
<https://www.3wbc.org.au/assets/3WBC%20Constitution.pdf>
- 3WBC Station policies.
<https://www.3wbc.org.au/about-3wbc/policies/>
- Community Broadcasting Code of Practice.
https://www.3wbc.org.au/assets/Community_Radio_Broadcasting_Codes_of_Practice.pdf

and the presenter undertakes to read all the documentation.

1.1 Provide facilities, training, infrastructure and a safe working environment that enables the presenter to work in a community radio station as a volunteer broadcaster.

1.2 The station undertakes broadcast live ("in studio") programming between the hours of 7am and Midnight daily.

1.3 3WBC will strive to ensure that equipment provided for the purpose of producing content is in good working order.

1.4 3WBC provides equipment for presenters with the sole purpose of producing content for 3WBC. Station equipment may not be used (or removed) for any other purpose unless receiving prior consent of the 3WBC Committee of Management (CoM).

1.5 While 3WBC undertakes that it will take every care with any personal items left by the presenter at the station, the station does not accept any responsibility for loss or damage.

1.6 3WBC undertakes to provide a safe working environment for all presenters through security locked doors, operation of CCTV and a well-lit environment (within station premises).

2. Presenter Responsibilities

2.1 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.

2.2 The presenter undertakes to accept responsibility for the content of their program, 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.

2.3 The presenter undertakes to conduct their work for the station in the spirit of its Purpose and Objectives, Governing Principles, Rules, Policies and Procedures.

2.4 The presenter undertakes to accept all directions and decisions made by the CoM or programming committee concerning — program 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.

2.5 The presenter will undertake to comply with any reasonable request by the CoM or the programming committee to change their broadcast time, the day, program content or length.

2.6 The presenter acknowledges that 3WBC shall - at all times - retain the right to control and formulate the structure and timing of all programs.

2.7 3WBC retains the right to replace scheduled programming with alternate programming (such as outside broadcasts) when and if required.

2.8 3WBC undertakes to communicate with reasonable notice any changes to regularly scheduled programming.

2.9 Should a presenter wish to replace their program with pre-recorded material, this is only permitted with the express permission of the programming sub-committee and/or the Committee of Management (CoM).

3. Studio Conduct

3.1. In relation to the transmission of their program the presenter agrees to:

- a) to be at the station premises, ready to present their program a **minimum** of 15 minutes before broadcast start time;

- b) Vacate the studio **no more than 30 minutes** after the conclusion of their program.
- c) to remain on the premises and in control of their program for its full duration.
- d) to broadcast sponsorship and community announcements and other logged items as listed on the station log sheet during their program.
- e) Each presenter and any guests must sign in when entering the studios.
- f) If a presenter is unavailable to present their scheduled program, they must:
 - a. arrange a suitably qualified replacement presenter and notify the programming manager, or;
 - b. to notify the Programming Manager (or if not available, a CoM member) by telephone or in person **at least 6 hours** (a longer time is preferable) before broadcast time (except in an extreme emergency);
- g) be responsible for any guests they have on their program and:
 - a. ensure they do not operate any broadcasting equipment (This includes all computers, telephones etc),
 - b. Take full responsibility for the correct and appropriate behaviour of the guests whilst they are present on station premises.
- h) Presenters (or their guests) must not disparage the CoM, other presenters and volunteers on air. This action may lead to immediate dismissal.

Note: *There are other more appropriate avenues for addressing concerns (i.e. put concerns in writing to the CoM).*

3.2 The Presenter must ensure that food or snack products are **not** permitted in the Studios under any circumstances. The kitchen is the appropriate area for consumption of food.

3.3 No alcoholic drinks are permitted in the office, studios, kitchen or other areas designated as station property.

3.4 Drinks are only permitted in the 3WBC studios if contained in closed non-spill containers.

3.5 The presenter agrees to ensure that when vacating the studio it is clean, any rubbish is removed and is they are left in an orderly fashion.

3.6 The presenter retains the copyright for their program (not withstanding other copyright materials broadcast within their program such as music).

3.7 Should a presenter wish to rebroadcast their program through other broadcast methods (such as other community radio stations or podcasting), they must do so within the guidelines set out in the 3WBC rebroadcast policy.

3.8 The presenter understands that the programming sub-committee and/or the CoM retains the right to remove the program from air if it fails to comply with station rules, policies, guidelines,

governing principles, management directions and relevant statutory requirements that govern station operations.

3.9 The presenter understands that the programming sub-committee and/or CoM can initiate an evaluation of the quality of their program and presenting skills to assess satisfactory performance and to suggest improvements as required. If this is refused, the CoM has the right to suspend or dismiss them for non co-operation for a period of its choosing. Reinstatement is at the discretion of the CoM.

3.10 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.

3.11 The presenter undertakes to take full responsibility for the safety, security and proper use of any key(s)/door codes 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 MUST be reported immediately to the CoM.

3.12 The presenter must NOT under any circumstances disclose the door code or provide key access to any person who is not a presenter at 3WBC.

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

3.14 The presenter undertakes to check notice boards, the whiteboard and (for personal notices) in their pigeonhole on arrival at the station.

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

3.16 The presenter undertakes to attend basic and updated training sessions as directed by the Programming Manager.

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

3.18 The presenter undertakes to keep their station membership current. Failure to do so will result in a presenters program being removed from the schedule.

4. New Presenters/Programs

4.1 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.

4.2 A presenter can be taken off-air if performance is not satisfactory during the probationary period.

4.3 While new presenter may be accepted, 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.

5. Declaration

I acknowledge that I will abide by the presenter agreement as presented above and I acknowledge that if I fail to adhere to the requirements outlined above that I may be subject to disciplinary action and/or dismissal in line with 3WBC policies.

Signature of Presenter:	
Date:	

Youth Presenter Declaration (Under 18 years of Age)

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

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 programs alone with the consent of the CoM and the parent/guardian.

Name of Presenter:	
Signature of Parent/Guardian	
Date:	