



Presenter Agreement

This is an agreement between **King Island Community Radio Inc. (KICR)** and

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As a volunteer and/or presenter with KICR, I agree to comply with station policies and procedures as outlined below.

Presenters, producers, announcers must be current financial membership of KICR.

1. I will abide by the CBAA Code of Practice, ACMA regulations relating to community radio broadcasts and will not breach any part of the broadcast law Act. (Cth 1992 Broadcasting Act)
2. I will not present anything that could in any way be construed stereotype, incite, vilify, or perpetuate hatred against, or attempt to demean any person or group, on the basis of ethnicity, nationality, race, language, gender, sexuality, religion, age, physical or mental ability, occupation, cultural belief or political affiliation in its content or delivery. I will avoid material that consciously seeks to undermine community harmony or cause alarm or mislead. I will not broadcast material that may incite or encourage violence, present illegal drug use or the misuse of tobacco or alcohol as desirable, or present suicide as a solution to life problems

Under the Act, unlawful behaviour is defined as *public acts based on the race, colour, national or ethnic origin of a person or group of people, which are likely to offend, insult, humiliate or intimidate.* Community broadcasting is a public act.

3. I will be respectful, observe good manners and non-threatening language with other volunteers, guests and others using the building at all times.

Bullying and harassment will not be tolerated. Anyone found to be guilty of bullying and harassment will be suspended from all duties and banned from entering the station premises.

4. I will never criticise, abuse or offend other presenters, programs, station volunteers or station management whilst on air.

Defamation is the law to protect people's reputations and to balance this with protecting reasonable freedom of speech. You, your guest, the station and licence holder could be sued for defamation. The King Island community has a small population, however internet streaming, podcasts and social media are worldwide.

5. I understand that anything that I play in a program may be liable for defamation, including anything a guest says, any pre-recorded material or anything written by someone else that I put to air.

I will think carefully before I interview anyone and if there is a risk that they might say something that could lead to being sued or if I have any doubt, I will pre-record the interview and then edit the interview before going to air. I will read and check the facts of material written by someone else before I read it on air. I will ask another producer, program subcommittee or station - programming manager to listen through if I consider there is a risk.

6. I will not use obscene or offensive language whilst on air.

KICR acknowledges there are certain styles of music that include songs with lyrics that may be considered obscene by some sections of the community.

I will avoid using this type of program content where possible, however if it relates to the theme and content of the program. I will issue a warning about the potentially offensive nature of the material before it is broadcast. Content which may be offensive or obscene is only to be broadcast between 6pm and 4am and if I inadvertently play content containing offensive language then the song/track should be stopped; and I will acknowledge the error and an apology given on-air.

7. I will give consideration to other presenters at the station and will ensure I leave the studio tidy for the next presenter, normalise the panel and leave the studio free from rubbish and program left-overs.

8. I will not under any circumstances be under the influence of alcohol, drugs or other intoxicants when on air.

9. I will not consume or bring illicit drugs or alcohol onto the premises and I understand that the drug/alcohol free rule will be enforced in the studios at all times.

10. I will not smoke within the studio building. I understand that the entire building is a smoke-free environment.

All presenters and their program guests/visitors are required to be sensitive to the KICR studio location (Tasmanian Department of Education premises) and are subject to the rules & regulations regarding entry and activities within a school property. All presenters are to have a current Department of Education character check/Tasmanian Police check. Visitors on a regular basis (i.e. on more than 3 occasions) should apply for membership of the association and complete a Tasmanian Police check.

11. I will ensure that I am on the premises at least 10 minutes prior to the start of my program and in the studio prior to the start of my show. If I require any studio preparation I will consult with the current presenter and only do so with their approval.

12. I will make a commitment to complete the allocated shift for the entire length of the program. If for any reason I am unable to complete my shift I will contact the Station - Programming Manager or President of KICR (hereafter referred to as the President).

13. I will inform the Station -Programming Manager or President if I am unable to attend my scheduled shift at the earliest possible time, preferably one week in advance in order for a replacement to be organised. If I am able to organise my own replacement I will first notify and get the approval of the Station Manager or President.

14. I will inform the Station - Programming Manager or President within 24 hrs of becoming aware of any complaint concerning my program or any incidents that may lead to a complaint.

15. I will discuss all complaints, problems and disagreements rationally and calmly with the President or put it in writing to the President.

All complaints/issues raised will be treated seriously and respectfully by the Committee and complaints/issues put in writing need to be addressed to the President. These will be seriously and respectfully discussed and investigated by the management team, and the complainant will receive a comprehensive written response.

16. On arrival at the radio station premises for my shift, I will read all notices placed on the notice board. I will also attend meetings and complete all paperwork requested by the Committee in the time allocated.

17. I will undertake any additional training requested by the Committee within a 3-month period of time.

18. I agree to take my broadcasting privilege seriously and will, to the best of my ability, do my utmost to prepare and present my program to the highest possible standard.

19. I will play all scheduled spots during my program on time and complete the relevant paperwork.

20. I will read community announcements, both those authorised by the Committee and additional. These will be spaced through the program hour, rather than 'block' and considerate of listeners.

21. I will not make unauthorised sponsorship announcements.

22. I will not change or embellish sponsorship announcements.

23. I will not make sponsorship or promotional agreements or enter into negotiations without the authorisation of the Committee.

24. I will not conduct any competitions/giveaways or make any agreements with other parties involving competitions/giveaways without the authorisation of the Committee. Records of all giveaways are to be kept indicating the date, the prize, the winner and who provided the prize.

25. I will notify and receive approval from the President/program subcommittee for any guests on my program. I will take responsibility for ensuring they & visitors comply with all station policies and procedures. I will also ensure that any visitors will not borrow, remove or use any station equipment or are given studio keys. I will not provide equipment training unless authorised by the Station Manager-Programming Manager or Committee.

All KICR training is conducted by the station manager following the appropriate induction procedures and approval processes.

26. I will not engage any co-host for my program without notifying and receiving approval from the President/Station-Programming Manager/program subcommittee.

27. I will not conduct live or pre-recorded telephone interviews without prior approval from the President/Station-Programming Manager/program subcommittee.

28. I will only use the station's computers and internet access for information & reference for my show. Any other use requires Committee approval.

KICR takes the necessary steps to obtain licences required to broadcast recorded music and must keep a copy of all broadcasts made by the station. The license fee covers copyright payments to writers, performers and record companies through Australian Performing Rights Association (APRA), Australasian Mechanical Copyright Owners Society (AMCOS) and Phonographic Performance Company of Australia (PPCA). KICR owns copyright in its transmission and programs that were specifically written, produced or prepared by or for the station and also the adlib or scripted remarks of announcers.

29. I understand that it is illegal to copy a recording and I agree to play only recorded music that is owned by KICR – stored on its digital library, or in its CD and record library – or recorded music that I own (original CDs and recorded music purchased online) and bring in to play during programs.

30. I will obtain written permission for recording or podcast from the copyright owners live performed music or readings of original works in a program. .(e.g. a singer songwriter performing a song she had written, in the studio, or live reading of a writer's own work.

Presenters need to be mindful of the requirement that of all music programming community radio stations need to broadcast a minimum of 25% Australian music. KICR aims to keep this ratio above 30% but acknowledges that certain genre-specific programs may not be able to meet those requirements.

31. I acknowledge that my program, or any program broadcast by KICR, is the property of KICR. Such programs may only be distributed or broadcast to other outlets with the permission of the Committee.

32. I acknowledge that I am responsible to ensure that any content broadcast in my show does not breach any copyright laws. I also acknowledge that I will not broadcast any You Tube content.

33. I will not engage in interviews with the press or in other promotional activities of any kind to promote KICR, its programs or its activities without the approval of the Committee Executive or their nominated representative. If I am contacted by the press or another organisation, or plan to contact the press or an organisation, in relation to this type of activity I will contact the Station Manager or another Board member and await approval before proceeding. This also applies to any flyers, newsletters or other promotional materials. The only exception to this rule is promotion of a program via social media outlets such as Facebook.

If a presenter decides to have a Facebook page to promote their program then it should be titled using the following format, King Island Radio 100FM – Program Name. The Station Manager and another Board member should be made an administrator of the page. Although the Community Broadcasting Codes of Practice - Radio do not apply to the use of social media the Board prefers to send a consistent message in regard to the promotion of commercial enterprises. As such it is preferred that presenters do not share or post links to, or in any way promote, a commercial business. e.g. It is acceptable to provide basic information about a band's new tour or album but not advise or provide a link about where their music or concert tickets can be purchased.

33. I will not broadcast live to air listener telephone calls.

A presenter may encourage & receive text(SMS) or chat(Messenger or similar) request, feedback, query messages and may broadcast prerecorded calls which they have previously vetted. Presenters are not required to handle complaints, and these should be referred to the Station Manager or Committee.

34. I understand that any breach of this agreement may result in a verbal warning at first instance, a written warning in the second and a third breach may result in suspension of my broadcasting privilege. Serious breaches may result in immediate suspension of my broadcasting privilege and may also result in my being banned from the building*. I agree to return any property including keys to any committee member on demand.

*If you wish for a review of a decision it should be put in writing addressed to the Committee of King Island Community Radio Incorporated. These will be seriously and respectfully discussed and investigated by the management team, and the complainant will receive a written response.

Declaration:

I have read and understood the above agreement and agree to comply with the above policies and codes of conduct. I understand that failure to comply with any station policies or procedures may result in forfeiting my broadcasting privileges and being suspended/banned from the station premises.

Signed

Date:

Presenters are reminded that AIR TIME is allocated according to the needs of the community and that no presenter "OWNS" a time slot allocated to them for any program