

BAYFM Community Radio PRESENTERS AGREEMENT

Presenters are expected to be familiar with broadcast law in Australia. The following undertakings are not negotiable, as any breach may result in loss of our broadcast license or legal action.

1. The presentation of offensive, indecent or obscene material, spoken or pre-recorded is not permitted. This includes swearing or blasphemy.
2. You shall not broadcast material which is likely to incite or perpetuate hatred, or attempt to demean any person or group on the basis of ethnicity, nationality, race, gender, sexual preference, religion, age or physical or mental disability.
3. The presentation of material that encourages the misuse of drugs including alcohol, narcotics and tobacco is not permitted.
4. There will be neither personal attacks on private individuals nor slanderous or defamatory statements made on air. This includes Contempt of Court or parliament. No incitement to riot, or to violent or unlawful action of any kind is permitted.
5. Presenters will not breach copyright when obtaining music or interviews for broadcast.
6. Presenters will not place any music broadcast on BAYFM on any internet site where downloading is possible. The BAYFM SoundCloud site is made available to approved presenters for storage of edited programs or segments.

There is also a list of requirements that are a natural extension of your responsibilities as a member of BAYFM and a Presenter:

7. Presenters will show respect for all other volunteers at the station.
8. Presenters will abide by all policies regarding use of the Hybrid production room and any other technical facilities.
9. The studios must be left in a tidy condition and all recordings and materials returned to their appropriate place. If any settings are changed they need to be returned back to their original settings.

10. All equipment will be treated with care, and any breakages, faults or transmission faults will be reported to the office co-coordinator and recorded in the daybook.
11. There will be no smoking, eating or drinking in the studios. This will result in instant cancellation of your program. There is no smoking anywhere on the Byron Bay Community Centre premises.
12. No person suspected of being under the influence of intoxicating substances will be permitted to enter the studio. Doing your show while drunk or under the influence of drugs is not permitted. Contravention of this rule will result in the cancellation of your program.

On-air and In-studio Behaviour

13. No presenter shall criticise any BAYFM policies or personnel whilst on-air. Any criticism must be referred to the Management Committee in writing.
14. All presenters must take full responsibility for the actions and/or on-air behaviour of all their guests while on BAYFM premises. After office hours presenters are responsible for the front door to be locked at all times and the last presenter is responsible for the correct arming of the station alarm system.
15. Any presenters found removing or to have removed any property of BAYFM from the premises or grounds without authority will be prosecuted.

Attendance at Presenters Meetings

17. All presenters must attend all advertised presenters meetings. If unable to attend, it is the presenter's responsibility to apologise ahead of time in writing to the Program Team, and follow up with their Presenter Support Person regarding information from the meeting.

Advertising and Sponsorship

18. There will be no commercial advertising material aired on any program, other than listed sponsorship announcements. Only sponsorship announcements and promotions listed on the CART running sheet or contained in any assigned set of cue cards (e.g. Special Events Calendar) shall be read on air. Each presenter is expected to air all scheduled sponsorship announcements in full. A failure to include a sponsorship announcement as scheduled involves a breach of contractual obligation to the sponsor and you will be held responsible. Please refrain from any negative comments regarding any sponsors or sponsorship announcements. Promotion of personal events is not permitted.

Selection Criteria

19. You must be a current financial member of BAY-FM
20. You must be fully trained and familiar with both broadcasting studios' equipment and consoles and also the day to day running of the station.
21. You must have a trained back-up presenter, who is also a financial member.
22. We may not be able to support every application but do endeavour to find a program time slot or offer additional suggestions for training for the next season.

Requirements

23. **HEADPHONES:** You must supply your own closed headphones and use them while on-air. (BAYFM headphones are for guest use only)
24. **VOLUNTEERING :** You are required to contribute volunteer time assisting with duties at the station (e.g. office duties, benefit gigs, fundraising, maintenance, library, training, committees, journalism, news, publicity, IT support). You can make a regular (weekly) contribution or be available "on-call" for particular projects. Volunteer time equivalent to your hours on air is the usual minimum expectation.

You can also choose to make a financial contribution in lieu of volunteering should you be unable to contribute in person.

25. **AMRAP** (Australian Music Radio Airplay Project) You are required to set up and complete your "AMRAP pages" playlists on the BayFM website. You must be committed to posting each playlist that you put to air for the full six month program period. Posting can be done on the AMRAP page created for your show on the BAYFM website. If you fail to post 70% of your programs for a season (i.e. 18 of 26 programs) you will not be considered as a presenter for the following season.
26. **APRA** (Australian Performing Right Association) There are a series of APRA Reporting Weeks each year. The content for your show must be posted for those weeks on your "AMRAP page" playlist within 7 days of broadcast. If you fail to post your content within 7 days, you will not be considered as a presenter for the following season.
27. **INTERVIEWING** You are expected to respond to all emails from the Interview Coordinator within 24 hours. Any prospective interviews are to be listed on the Trello Interviews Board. You are expected to keep the Interview Coordinator and/or the Board updated with all interview applications and bookings. The Interview Coordinator may request changes to prospective interviews.
28. **MEDIA ACCREDITATION** All media accreditation is auspiced by the Management Committee. All media accreditation must be applied for via the online application form. Any person attempting to obtain media accreditation outside of this process will be immediately suspended from their position.

Intellectual Property

Rebroadcast, Podcasting, Digital Content Production

29. Presenters and producers retain the intellectual rights to their creative work. Outside Broadcasts are the intellectual property of BayFM.
30. Presenters and producers are required to gain any necessary permissions to broadcast the content of guests.

31. Inasmuch as BayFM resources, staff and volunteers contribute to all production at the station, BayFM reserves the right to request or be provided with copies of all broadcasts that are suitable for podcasting or rebroadcasting. This includes interviews, pre-produced materials, broadcasts, podcasts and any other digital content (including photographs) obtained or produced during a BayFM production or as a representative of BayFM.
32. Presenters and producers are required to notify BayFM in writing to broadcasting@bayfm.org about any material provided to a 3rd party or loaded on to a host server (e.g. CRN, external podcast platform, personal website, commercial organisation). Such material must be made available to BayFM prior to uploading to an external server.
33. Any material broadcast on BayFM including that which is edited for broadcast or podcast is to be uploaded to the BayFM service provider (currently soundcloud.com) for BayFM to use as they see fit, including but not limited to rebroadcast, podcast, editing and archiving.
34. Presenters or producers who sell or trade material produced or broadcast on the BayFM platforms (broadcast, podcast, digital content) are required to inform BayFM of such sale or trade, and provide a 10% remuneration (+GST) to BayFM.

Social Media and Digital Media Policy

35. All presenters agree to read and adhere to the current Social Media Policy regarding use and privacy matters. This is available as a separate document. All presenters agree to read and adhere to the current Digital Media Policy (currently including but not limited to Textline and podcasting services). Personal mobile numbers appearing on the Textline are to be kept confidential and not to be copied or broadcast. No contact is to be made utilising the personal numbers appearing on the Textline.

Program Offers and Acceptance

1. Program Team decisions regarding selection and placement of program are submitted to the Management Committee for approval. Any appeal must be received, in writing, within one week.
2. All presenters must **sign the Presenters Agreement** (this document) in order to complete the acceptance of offer of a show. It must be lodged at (or faxed or scanned as an attachment, to) the offices of BAYFM within 3 working days of the email offer being made.
3. As a presenter at BAYFM, you must agree to abide by the Station Rules, CBAA (Community Broadcasting Association of Australia), ACMA (Australian Community Media Authority), and any relevant Federal or State legislation pertaining to broadcasting and/or your program content.
4. As a Presenter at BayFM, you will undertake to read and comply with the conditions outlined in the Presenter's Handbook, available at your first Presenter's Meeting, or from the BAYM Office or online.
5. Prior to your first broadcast you will have satisfactorily completed both the Media Law and Work Health & Safety Course Modules on the Community Media Training Organisation website (details will be provided with your offer).

I have read and understood all paragraphs of the Presenter's Agreement. I accept all the program undertakings as set out above. I have completed the Presenter's Application form including uploading or emailing as attachments all requested audio and image files. I have paid all fees.

I, _____

PRINT NAME

formally acknowledge my responsibilities outlined in this document and any documents, legislation or rules referred to within this document. I accept the offer to be a presenter (as outlined in my letter of offer) on BayFM Community Radio. I realise that a breach of any of these undertakings may restrict on-air or studio access.

Signature

Date