



Community Radio Network Subscription Terms and Conditions

These terms and conditions govern a Community Radio Broadcasting Service licensee's (**Station's**) subscription to the CBAA's Community Radio Network (**CRN**).

Term

[1] This Agreement shall commence on the agreed start date and extend until the later of the Minimum Term Commitment Date as set out in the engagement letter or the next 30 June (**Term**).

[2] This Agreement will automatically be renewed for one year at the end of the Term unless the Station advises the CBAA in writing of the intention not to renew the CRN subscription no later than thirty (30) days before the end of the Term.

[3] For the avoidance of doubt there is no limit to the number of times that the Term of the Agreement may be extended pursuant to clause [2].

Services

[4] The CBAA agrees to provide the Station with access to audio content (**Programs**), including a selection of over 100 Programs, including:

- Talk programs
- Specialist music programs
- Good Morning Country, a live only country music breakfast show
- Weekly current affairs including The Wire
- Topical short inserts
- Limited and seasonal radio series
- Special broadcasts covering cultural and festival events where available

[5] The Station can choose what Programs to use and when, allowing the Station to augment their own local content with specific programs of national relevance, build upon Station programming with short inserts, or use the service as a fall-back when presenters can't make it or the Station needs something to broadcast overnight.

[6] The Station can access broadcast quality audio, accessible via either:

- Live satellite audio feed via VAST using the Station's own reception equipment
- Audio files via capture of the live satellite audio feed
- Audio files via download and File Transfer Protocol (**FTP**) with public internet access
- Audio files via the Digital Delivery Network (**DDN**) pending availability

[7] The Station is responsible for installation and maintenance of equipment including incurred costs used in the ingest of CRN audio. Equipment the Station will need to maintain at their own cost may include VAST satellite dish and reception equipment, computers and station-end signal paths.

[8] Additional services will incur additional fees to be agreed in advance between the CBAA and the Station.

[9] The CBAA will determine in its sole discretion what content will be distributed through the CRN and will use reasonable endeavours to act in the best interests of subscribing stations, receive feedback and implement efficiencies. The CBAA agrees to consult and engage with subscriber stations in accordance with the CBAA Member and Stakeholder Engagement Framework, available on the [CBAA website](#).

Use and Subscription to National Radio News (NRN)

[10] Unless expressly included, this agreement and the Station's subscription to the CRN does not grant permission to the Station to broadcast NRN services. The Station is charged an additional fee under separate terms and conditions for use and broadcast of NRN services.

[11] If broadcast of NRN bulletins is unavoidable due to the station using CRN as a sustaining service, the Station may apply for an NRN fee exemption. Contact the CBAA for further information.

Use of Content distributed through CRN

[12] Content distributed through CRN is intended for use on non-commercial broadcast radio stations and stations' Internet streams and sites. Content distributed through CRN may only be used for broadcast purposes and must not be distributed on to individuals for private listening, nor shared with other stations. Content received from CRN's Services may not be uploaded for podcast or download from the Station's website(s) unless agreement is reached in writing between the Station and CBAA.

[13] Stations may use excerpts of CRN distributed programs, provided that full credit to the original producer, including programme name and originating station and to the CRN is credited on the end of the piece.

[14] Stations must not re-edit material from CRN to change the intention or nature of the original broadcast.

[15] Stations must abide by the community radio broadcasting codes of practice and other laws and regulations when making use of content distributed through CRN, including ensuring they hold appropriate copyright licenses.

[16] The CBAA does not endorse any content (audio, images and/or text), or opinion, recommendation, or advice expressed in content distributed to the Station, and expressly disclaims any and all liability in connection with program material.

Fees and Payment Terms

[17] The Station agrees to pay the CBAA subscription fees associated with the services, as advised to the Station at the time the Station commences their subscription or as updated by the CBAA from time to time upon at least 30 days' notice to the Station. In determining fees for services, the CBAA will consider increases in the Consumer Price Index.

[18] CRN subscription fees are determined based on the gross annual income of a Station.

[19] Stations are required to provide to the CBAA a copy of audited financial statements of the previous financial year, prior to 31 May of the following year on an annual basis. The audited financial statements must show the gross annual income for that year.

[20] The subscription for the ensuing financial year will be calculated based on the audited financial statements of the previous financial year. Subscriber stations which do not provide this financial information may be charged subscriptions at a higher rate than would be charged based on their actual financials.

[21] Payment for services under these Terms and Conditions will be according to the CBAA standard payment policy available on the [CBAA website](#). You may choose to pay the subscription annually in full in advance, or monthly via direct debit.

Dispute Resolution

[22] It is the intention that any practical difficulties encountered will be resolved by the CBAA and the Station in a cooperative and practical manner. Consequently, there is no provision for either party to walk away from the arrangement or cancel it prematurely.

[23] The CBAA and the Station shall attempt to settle any dispute by using the dispute resolution process provided for in the CBAA Dispute Resolution Policy available on the [CBAA website](#).

Termination of Agreement

[24] The CBAA may terminate the Station's subscription without notice if the Station fails to pay fees due within 14 days of the issue of a properly rendered invoice.

General Conditions

[25] These Terms and Conditions record the entire agreement between the CBAA and the Station regarding provision of the Services. Neither party has given any warranty other than that expressed in this document.

[26] CBAA reserves the right, at its sole discretion, to change, modify, add, or remove portions of these Terms and Conditions at any time by providing notice to the Station. CBAA may do so by publishing the amended Terms and Conditions to the [CBAA Website](#) and by email to the Station. It is the Station's responsibility to check these terms and conditions periodically for changes. The Station's continued use of the Services following the posting of changes will mean that the Station accepts and agree to the changes.

[27] CBAA has Executed this document by providing this Agreement to the Station.

[28] The Station Executes this agreement by agreeing to these Terms and Conditions, and then submitting it online.

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