

CBAA Membership Terms and Conditions

These terms and conditions govern a Community Radio Broadcasting Service licensee's (**Station's**) membership to the CBAA (**Membership Subscription**).

General

[1] As a member of the Community Broadcasting Association of Australia Limited (CBAA), the Station is obliged to adhere to the terms and conditions set out herein and is also bound by the CBAA's constitution and by any specific terms and conditions imposed by the constitution. A copy of the CBAA constitution is available on the [CBAA website](#)

[2] 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](#).

Fees and Payment Terms

[3] The Station agrees to pay the CBAA membership fees, as advised to the Station at the time the Station commences its membership or as updated by the CBAA from time to time upon notice to the Station. In determining fees for services, the CBAA will consider increases in the Consumer Price Index.

[4] Some CBAA services may incur additional fees to be agreed in advance between the CBAA and the Station.

[5] CBAA membership fees are determined based on the gross annual income of the Station.

[6] 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.

[7] Subscriber stations which do not provide this financial information may be charged member fees at a higher rate than would be charged based on their actual financials.

[8] Notwithstanding clause 6, if financials are provided to the CBAA by a member for a period more than two years prior, no credits will be issued for overpayments of membership fees during that period.

[9] Payment for membership fees will be according to the CBAA standard payment policy available on the [CBAA website](#). You may choose to pay the membership fees annually in full in advance, or monthly via direct debit.

Dispute Resolution

[10] It is the intention that any practical difficulties encountered will be resolved by the CBAA and the Station in a cooperative and practical manner.

[11] 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

[12] As stated in Clause 7.3 of the CBAA constitution, a permanent community broadcaster member must give to the CBAA not less than three months' notice in writing of its intention to resign.

[13] Should it be determined by the CBAA board that a member has engaged in conduct detrimental to the interests of the CBAA or breaches the constitution, the CBAA board has the authority to utilise the expulsion process, as documented in clause 8.2 of the CBAA constitution. In accordance with this process, members have the right to appeal the termination of membership.

[14] Access to member entitlements and benefits will cease immediately upon a member being terminated.

[15] Prior to resignation, all members must pay any outstanding membership fees

General Conditions

[16] 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.

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

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

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