

National Listener Survey (Weekly Reach Report) Terms and Conditions

These terms and conditions govern a Community Radio Broadcasting Service licensee's (**Station's**) subscription to the CBAA's National Listener Survey (**NLS**).

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 NLS 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 Weekly Audience Reach Data updated twice each year during the Term of your subscription.

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

[6] The CBAA and McNair YellowSquares (**Research Agency**) will determine the format, content, and mode of delivery of survey questions for the NLS. The CBAA and the Research Agency 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 in accordance with the CBAA Member and Stakeholder Engagement Framework available on the [CBAA website](#).

[7] In return for the CBAA providing Audience Reach Data, the Station agrees that it will cooperate and support the NLS by responding to reasonable requests from the CBAA and the Research Agency.

Fees and Payment Terms

[8] 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.

[9] 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.

[10] If the Station is in arrears of any payments due, the CBAA may withhold delivery of Audience Reach Data, including access to an online reporting system until such time as any outstanding payments are paid in full.

Confidentiality

[11] Neither the Station or the CBAA may disclose to any third party any confidential information of the other Party, either directly or indirectly, knowingly or inadvertently, except with the prior written consent of the other Party.

[12] You agree to not release or publish data relating to any other community radio stations or provide it to any third party.

[13] All data collected as part of CBAA research programs, but not the Audience Reach Data specific to the Station, remains the property of the CBAA. Ownership of the Audience Reach Data is vested in the Station once that data is provided to the Station.

[14] The CBAA will not publish any Audience Reach Data or information that may identify the Station unless agreement has first been obtained in writing.

Dispute Resolution

[15] 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.

[16] 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

[17] 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

[18] 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.

[19] 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.

[20] CBAA has Executed this document by providing these Terms and Conditions to the Station.

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

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