



Radio Website Services Subscription Terms and Conditions

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

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 RWS 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 will build the Station a radio station website template using the WordPress Gutenberg CMS, using the functionality outlined in the CBAA Web Design Proposal sent to the Station previously. This functionality is subject to change at the sole discretion of CBAA.

[5] The Station will pay the monthly subscription fee set out in the engagement letter, in return for the CBAA hosting the website.

[6] It is solely the Station's responsibility to add content to its website template.

[7] If the Station requires website support that goes beyond the CBAA attending to regular hosting issues, this support will be charged to the Station at a minimum rate of \$120 per hour. Support may not be available outside the hours of 9am-5pm on weekdays.

[8] The CBAA may provide the Station content migration and other additional support services. These services will be charged to the Station at a minimum rate of \$120 per hour.

[9] 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](#).

Website Content & Third-Party Integrations

[10] The Station must take measures to ensure that intellectual property within or related to its licensed website is not infringed upon, including via transferring the website license or sharing source code with a third party.

[11] The CBAA is not responsible for the integration into the Station's licensed website of third-party plugins. The CBAA is not responsible if a third-party plugin crashes or becomes obsolete.

[12] The CBAA cannot be held responsible for any downtime, loss of income, or other negative outcomes as result of the usage of products or services under this agreement.

[13] The CBAA has no liability arising from any content displayed, or plugins used, on the Station's licensed website.

Fees and Payment Terms

[14] 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.

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

Dispute Resolution

[16] 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.

[17] 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

[18] 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

[19] 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.

[20] 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.

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

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

[V141020]