

AGREEMENT DETAILS

Parties	<p>2 HHH FM Limited, a company registered in New South Wales under the <i>Corporations Act 2001</i> (Triple H)</p> <p>ABN: 17 093 755 312 Authorised representative: Stephen Holland Address: Suite 17, 75 Pacific Highway, Waitara NSW 2077</p>
	<p>Full Name of Member (Member)</p> <p>Address:</p>
Commencement Date	The date on which this Operating Agreement is countersigned on behalf of Triple H, as set out in the signature block below.

This Operating Agreement (“this agreement”) forms the entire agreement between Member and Triple H (the parties) in relation to its subject matter. It replaces and supersedes any previous oral or written agreements, arrangements, understandings or other communications between the parties in relation to that subject matter.

This document is to be interpreted subject to the following:

1. Triple H Constitution;
2. Triple H Organisation Policies–published on the Triple H website;
3. Triple H Organisation Procedures–published on the Triple H website; then,
4. This Operating Agreement.

That is, to the extent that there is any inconsistency between (or omission in) any of the abovementioned documents, the inconsistency (or omission) is to be resolved (or remedied)– but only to the extent of obviating the inconsistency or omission – by giving priority to the relevant clause of the abovementioned documents in the order in which they appear (with the relevant clause(s) in a document higher in the list having priority over the inconsistent clause(s) (or filling in the missing clause(s)) in a lower document).

Any changes to this agreement must be agreed to, in writing, by both the Member and Triple H, or, in the event that “template” changes to this agreement are proposed by a resolution of the Triple H Board such changes take effect 30 days after the date of the Board resolution.

Executed as an agreement:

Signed by Member:	Signed for and on behalf of Triple H:
<p>Signature:</p> <p>Name:</p> <p>Title:</p>	<p>Authorised signatory:</p> <p>Name: Stephen Holland</p> <p>Title: Company Secretary</p>

AGREED TERMS

1. Term

- 1.1 This agreement starts on the Commencement Date and continues in full force unless it is terminated earlier by the Member giving 14 days' written notice of such termination to Triple H or by Triple H in accordance with clause 13.4.9 of this agreement.

2. Scope of agreement

- 2.1 This agreement sets out the terms and conditions on which Member interacts with Triple H.
- 2.2 Words or acronyms in bold type are defined in clause 21.

3. General

- 3.1 Triple H is a member-based community radio station and requires employees, members and volunteers help in the areas of: Publicity, Advertising, Fund Raising, Programming Ideas, Sponsorship and Sales, Membership, Surveys, Research, Customer Service, Technical Support, Scriptwriting, Broadcasting including Outside Broadcasts, Community Announcements & numerous Administrative duties.
- 3.2 Triple H values all contributions made in any of these areas. If you have time or expertise to offer Triple H, your contribution to ongoing operations is appreciated.
- 3.3 All Presenters are required to participate in other areas of operation including outside broadcast, fundraising and promotions over and above presenting their program.
- 3.4 Members are encouraged to volunteer time to station activities including outside broadcasts, fundraising and promotions.
- 3.5 Every Member of Triple H is responsible for maintaining the Triple H Station image.

4 Public Image

- 4.1 Members of "Triple H" are to protect the image of the station by:
- 4.1.1 Presenting at the station without being under the influence of alcohol or drugs. The reason for this protocol is to avoid Presenters, Co-hosts or guests breaching **ACMA** Codes of Practice or any **Broadcasting Law** or damaging equipment due to diminished judgment.
- 4.1.2 Any Member should not approach a prospective donor unless they have an official letter of recommendation from secretary@triplehfm.com.au
- 4.1.3 Before seeking donations, sponsorships or items for the station, the Triple H Company Secretary must be contacted to issue a letter to the donor and ensure a proper understanding of the conditions of donation is understood. Send an email to secretary@triplehfm.com.au. Also refer to clauses 16.5 and 16.6 of this agreement
- 4.1.4 Not using Triple H community influence for personal gain. Triple H will not be misrepresented by a member posing as Triple H member and seeking gain for personal purposes as this will lead to fraudulent activities that will bring Triple H into disrepute.
- 4.1.5 Any brochures or documents to be distributed on behalf of Triple H must be passed for acceptability of language, content, and that the claims made can be delivered. Such draft documents are to be sent to promotion@triplehfm.com.au
- 4.1.6 When a member of the public contacts the station by phone or presents themselves at the station, each member should be aware of:
- i) Attitude: Make that member of the public feel welcome.
 - ii) Service: Efficiently understand what the person requires of the station and remember that our station mandate is to be a community resource. Regardless of our voluntary nature, we must provide pleasant, effective and

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- efficient service. The public will support a voluntary organization that serves them well.
- iii) Knowing station procedures: Each Member should seek to understand the processes of the Triple H organization so that the public can be clearly directed to the correct source for service. We must always convey the image of team membership.
 - iv) Team attitude/public support: As a team member, each member will make every public request a smooth, pleasant process by being supportive but setting clear boundaries within which the station can deliver the service.
- 4.1.7 If a Member flagrantly, intentionally and publicly tarnishes the Triple H image, the Triple H Board will seek to review Membership of that person in accordance with clause 13.4.9 of this agreement.

5 Station environment and image

5.1 Every Member will contribute to the maintenance of the station environment by:

- 5.1.1 Avoiding littering in the studio or the station environment.
 - i) All rubbish must be removed by the user and rubbish should be placed in the bins provided - including papers used in the studio for programs.
 - ii) If bins are full, it is the responsibility of each member to take their rubbish with them.
- 5.1.2 The kitchen must always be left in a clean and tidy condition.
 - i) The kitchen is supplied for the convenience of both station membership and guests. Therefore, the cleanliness is the responsibility of every presenter before leaving the premises after their show.
 - ii) Unwashed cups or dirty disposable cups must not be left around the studio or station environment and are to be washed and put away by the user.
- 5.1.3 Food and Drinks must be kept out of the studio environment:
 - i) Food can damage studio equipment. For this reason, food must be kept in the common room and eaten there or outside.
 - ii) Drink or coffee must be kept off the broadcasting desk. It is recommended that non-spill containers be used if a drink is required during the show and are kept on the floor well away from studio equipment.
- 5.1.4 Alcohol is NOT permitted ANYWHERE in the station. Alcohol is only permitted at certain times such as specific station functions and only under supervision of Triple H management.
- 5.1.5 Smoking is not permitted on station premises, within the building and outside the building in areas such as the forecourt.

6 Equipment Breakages, Damages, Breakdown and Computer Errors

- 6.1 Members and presenters are to take care with equipment provided and refrain from mishandling or using the equipment in environments where it is not suitable. It is vital that any equipment, computer problem, error, or indeed any station breakage (air-con, doors, chairs, microphones, and monitors) be reported as soon as possible to avoid responsibility being attributed to you.
- 6.2 All technical faults and breakages within the studio room are to be reported as they occur to the Studio Technical Co-ordinator at technical@triplehfm.com.au with copy to secretary@triplehfm.com.au
- 6.3 Please ensure problems have been logged with the date, time and description of the circumstances, to ensure that action can be taken to rectify as soon as possible and avoid on-going delays.
- 6.4 All other faults and breakages within the station (but outside the studio room) are to be reported to secretary@triplehfm.com.au.

7 Intellectual property

7.1 Each party will retain its pre-existing **IPR** and nothing in this agreement assigns or transfers the pre-existing **IPR** of one party to the other. Although each party hereby undertakes not to assert or bring any claim for ownership of any or all of the other party's pre-existing **IPR**, the parties hereby grant to each other a non-exclusive, royalty free, world-wide, perpetual licence to use the party's pre-existing **IPR**, but only in respect of such pre-existing **IPR** which is, or, are used, for the purpose of carrying out the activities described in clause 3.1 of this agreement for the benefit of, or in public support of, Triple H.

7.2 For the avoidance of doubt, Presenters retain ownership of their individual program and segment names (and if more than one Presenter is associated with a program or segment, those Presenters retain ownership as joint tenants, unless otherwise agreed, in writing, between themselves) with the exception of the following Programs:

7.2.1 Breakfast programs (6:00 AM to 9:00 AM) on the following days:

- i) Monday;
- ii) Tuesday;
- iii) Wednesday;
- iv) Thursday; and,
- v) Friday.

7.2.2 Drive Programs (4:00 PM to 6:00 PM) on the following days:

- i) Monday;
- ii) Tuesday; and,
- iii) Wednesday.

8 Confidential Information

8.1 Confidential Information means all information which is of its nature confidential , or any information or category of information which is designated by the Triple H Board as being confidential -by including same in a Triple H Organization Policy, as published on the Triple H website- whether in documented form or not, communicated by one party to the other, or accessed by, or to which the other is exposed as a result of entering into this agreement, including any information relating to the financial affairs, assets or liability of a party, or any information relating to the internal management of a party, its personnel, policies, plans, strategies, Members, suppliers, products or services.

8.2 Confidential Information does not include information or material which:

- 8.2.1 is already in the public domain, or enters the public domain other than due to a breach of this agreement;
- 8.2.2 can be objectively established, by the receiving party, to be already known by the receiving party other than through any disclosure under this agreement;
- 8.2.3 obtained from a source other than the disclosing party or any of its Related Bodies Corporate (as that term is defined in the Corporations Act 2001) or authorised representatives, where that source is entitled to disclose it without an obligation of confidence.

8.3 A recipient of Confidential Information may only use or reproduce the Confidential Information of the discloser for the purposes of performing the recipient's obligations or exercising the recipient's rights under this agreement.

8.4 A recipient must:

- 8.4.1 not disclose the Confidential Information of the other to any person, except employees of the recipient or other parties requiring access to the information for the purposes expressly permitted by this agreement, unless compelled by law and then only in strict compliance with such law;
- 8.4.2 not make, assist or permit any person (including its representatives) to make any unauthorised use, disclosure or reproduction of the discloser's Confidential Information;
- 8.4.3 take reasonable steps to safeguard the Confidential Information, including co-operating with the other in any action which it may take to protect the confidentiality of its Confidential Information.

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- 8.5 Subject to clause 8.4.1 a disclosure may only be made provided that the person to whom the Confidential Information is disclosed is specifically made aware of the confidential nature of the information.
- 8.6 The obligations contained in this clause survive expiration or termination of this agreement for any reason, but only for a period of six (6) years from the date of termination of this agreement.

9 Programming Protocol

- 9.1 Presenters wanting to make application for a program or program idea are to approach the Head of Programming at programming@triplehfm.com.au and provide a proposal outlining the presentation style, aim of the program, choice of community focus or community content of the program, submit with audio sample, and copy of a Certificate of Attainment from Triple H Training to Head of Programming for approval.
- 9.2 The Presenter will assemble the personnel to run the program and present them for training at the next available training session by contacting and arranging enrolment with Triple H Training Committee training@triplehfm.com.au and copy to programming@triplehfm.com.au
- 9.2.1 Before an approved program goes to air, Presenters are required to provide a program promotion plus program description and Presenter profile to the Head of Programming at programming@triplehfm.com.au for the Triple H website and promotional purposes.
- 9.2.2 Existing programs are required to record new promos when requested (for on-air updating) and be available to help write and record sponsor ads, promos, station id's, Community Service Announcements and other audio segments from time to time.
- 9.2.3 Before any changes in content or line up are made to an approved Program, they must be presented to and passed by the Head of Programming in order to ensure compliance with the Broadcasting Law, Community Radio Broadcasting Codes of Conduct, community responsibilities, community expectations and ACMA regulations.
- 9.2.4 Triple H reserves the right to reschedule or withdraw the broadcast of a programme at its sole discretion, this may be done to deliver on the organisation's community commitments, such as: sports programming; community events; and, other events as determined by the Station Manager or Board.
- 9.2.5 All Presenters and programs are required to follow all applicable Triple H's Organisation Policies and Procedures, published on the Triple H website which includes playing the prescribed number of Community, Sponsor and Station announcements and subscribed segments each hour.
- 9.2.6 Presenters & Co-hosts always being willing to accept constructive advice from peers and management in order to seek personal and station excellence. Presenters will be subject to continual assessment and the Head of Programming may request program tapes from time to time. Assessment will be made on a standard assessment form to ensure all Presenters are assessed on an equal basis. Advice on the assessment is given as follows:
- i) The Head of Programming is available to discuss the assessment on the basis of the standard assessment form.
 - ii) The discussion will be for the purposes of providing strategies to improve the Presenter's performance. There is little value to criticize a Presenter unless there is an appropriate strategy for overcoming the problem.
- 9.2.7 In the event of a change to the Triple H's Organisation Policies, as published on the Triple H website, no program or Presenter will be affected by that change until there is a program or Presenter available to replace the program or Presenter under the new policy conditions - unless there are reasons for dismissal. In such cases, Permanent Programming policy alterations will only occur when:
- i) 14 days written notice has been given to Presenters;
 - ii) All affected Presenters have been previously informed and consulted on the issue, before the issue of the written notice in 9.2.7 (i);
 - iii) That the program change is announced to the public over the 14-day notice period;

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- iv) The program change has been uploaded to the Triple H Website;
 - 9.2.8 The Head of Marketing and or the Head of Programming will provide survey campaigns to assess the listening needs of the public in order to attract listeners.
 - 9.2.9 The Head of Programming will work in conjunction with the Head of Marketing and Head of Promotion, and the latter will, from time to time, provide to the Triple H Board feedback surveyed or received as regards listener preferences or sponsor requirements.
 - 9.2.10 The Head of Programming will work with the Head of Production and the Head of Sales to regulate -the timing and frequency of sponsorship announcements in accordance with the mutually agreeable requests of the various Sponsors.

10 PRESENTER PROTOCOL

- 10.1 Whether a Member is working in a voluntary position or not, each Member has a personal responsibility to in maintaining bot the highest quality of Triple H’s programming and displaying the utmost courtesy towards other Members and members of the public who interact with Triple H. These responsibilities include:
 - 10.1.1 Being contactable by phone and email.
 - 10.1.2 Triple H disputes or disagreements must not be taken to air and Triple H will not tolerate on-air comments that reflect negatively on the station, other broadcasters, programs, station sponsors or station equipment, even if made in jest.
 - 10.1.3 Presenters and Co-hosts seeking to maintain a consistent broadcast quality by carrying out appropriate preparation before presenting a program and refraining from libellous speculation and innuendo (refer the codes in next paragraph).
 - 10.1.4 Presenters are to ensure that all programs comply with the **ACMA** Codes of Practice, **CBAA** Code of Practice, Media Law and Music Copyright (e.g. appropriate and acceptable on-air language, defamation, copyright, etc) and to have read this material and be aware of personal responsibilities under the law.
 - i) **ACMA** http://www.austlii.edu.au/au/legis/cth/consol_act/bsa1992214/
 - ii) **CBAA** Codes of Practice <http://www.cbaa.org.au/content.php/20.html>; and,
 - iii) **APRA & AMCOS** http://www.amcos.com.au/music-users/broadcasters/radio/radio-community_broadcasters.asp
 - 10.1.5 Presenters are required to adhere to Triple H security procedures and to all Programming requirements, regulations and warnings (“Triple H Requirements”) as set out in the Triple H’s Organisation Policies and Procedures, published on the Triple H website. Programs will be withdrawn if the Presenter receives three separate written (or email) warnings from the Station Manager regarding inappropriate behaviour and lack of adherence to the Triple H Requirements.
 - 10.1.6 If at all likely to be late, Presenters are to phone the previous presenter and let them know ahead of time.
 - 10.1.7 Presenters are expected to start and finish their scheduled programs on time and to be on time for Station meetings.
 - 10.1.8 Presenters are to arrive at least 15 minutes before the scheduled commencement of their program to ensure a smooth handover and transition from previous program.
 - 10.1.9 Presenters are to give sufficient email notice if unable to present the regularly scheduled program – Programming would prefer as much notice as possible, preferably at least a week in advance, but if notice has to be given within the 48 hours minimum required notice it is also necessary to additionally inform by phone.
 - i) Presenters are required to make arrangements for cover for their programs (replacement announcer, ‘best of’ radio-quality pre-record for loading etc) and to notify Head of Programming of arrangements. In the case of being unable to arrange cover, Programming is to be notified with enough time to seek a replacement program.
 - ii) In an emergency situation where at the last minute you are unable to arrive at the station through misadventure, please phone the current on-air Presenter and endeavour to arrange cover and ensure that you later email the Head of Programming informing them of your circumstance.

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- 10.1.10 Commitment is vital for both the smooth running and professional image of the station. A Program may be immediately terminated, and timeslot made available to others if three programs are missed without giving adequate notice or if Programming considers Presenters to have had excessive non-attendance.
 - 10.1.11 Only Members who have successfully completed the Triple-H Presenters Training Course are permitted to operate Studio panel and equipment. In the case of otherwise-trained Presenters, they must undertake additional Triple-H training and be approved by either the Training Committee or Head of Programming.
 - 10.1.12 Presenters must give written notice to the Head of Programming programming@triplehfm.com.au of the names of non-Members participating or visiting their program. This is necessary to ensure Triple H Public Liability Insurance covers all persons
 - 10.1.13 Co-hosts are deemed to be anyone who is invited to "go to air" during a program in three or more separate programs in any eight week period. Co-hosts are to be approved by the Head of Programming, complete Co-host training. After an initial four-month period, Co-hosts are expected to apply for the next available Presenter Training in order to be available as fill-in Presenter for their show. This can be done at training@triplehfm.com.au with a copy to programming@triplehfm.com.au
 - 10.1.14 Any Presenter wishing to interview representatives from a Community or Corporate Community Business or Association (i.e. Hornsby RSL, Asquith Leagues, local Hospital, Council etc) needs to obtain a letter of introduction from the Head of Marketing and Promotion (promotion@triplehfm.com.au) to validate their representation. In most cases this can be return emailed.
 - 10.1.15 When required, Presenters are to acquire and maintain proficiency with respect to new hardware, software or other technical updates and be available for general Program Meetings that may occur.
 - 10.1.16 Presenters are to give a minimum of two weeks' written (or email) notice if intending to discontinue their regularly scheduled Program.

11 Community Service and Sponsorship Announcements

- 11.1 Triple H is a Community radio station and is required by the **ACMA** to serve the community and to comply or fulfil all its Community Broadcasting Licence conditions.
- 11.2 Presenters must play Community Notices, Community Service Announcements and Sponsorship announcements in accordance with the station clock as scheduled by the Station Automation System. These intervals set for each hour of the day.
- 11.3 Sponsorship Announcements must be played as they present during each show as they provide revenue for the Station.
- 11.4 Every program will include Community Service Announcements in their program airtime as these contribute to our Mandate to the community.
- 11.5 Presenters should look for community announcement opportunities that parallel the themes of their programs. Presenters will accept community announcements that are allocated to a Presenter's program.
- 11.6 All items covered by this clause must not be permitted to backup. Any Member/Presenter that permits announcements to backup during their programme will be subject to disciplinary action, given that playing laying more than 5 Minutes of sponsorship announcements in any one-hour block is a breach of Triple H's license.

12 Complaints from the public

- 12.1 This procedure is descriptive only, and should be used as a guide, it does not replace the CBAA Codes of Conduct and the Triple H Constitution.

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- 12.2 All Presenters should be aware that our listeners have the right to make comments and complaints about:
 - 12.2.1 Compliance with the code of practice or condition of the license
 - 12.2.2 Program content
 - 12.2.3 The general service provided to the community
 - 12.3 Procedure:
 - 12.3.1 When a complaint is received by mail, phone or email info@triplehfm.com.au its receipt is promptly acknowledged, and the appropriate form will be forwarded to the complainant in the event that the complainant provides an address or email address for same.
 - 12.3.2 Complaints are conscientiously considered, and, unless clearly frivolous, vexatious or not made in good faith, are investigated if necessary and answered within sixty days from receipt of complaint.
 - 12.3.3 Response to written or email complaints will be in writing or email, as the case may be, and will include a copy of the Code of Practice on handling complaints. After the initial acknowledgment of receipt, a further, acknowledgement that a complaint is being investigated will be provided via standard mail or email.
 - 12.3.4 Every reasonable effort will be made to fully investigate and resolve complaints, except where a complaint is clearly frivolous, vexatious or not made in good faith.
 - 12.3.5 If the complaint indicates dissatisfaction with the response of the Triple H, following an investigation, the Station Manager will advise the complainant of their right to refer the matter to the ACMA.
 - 12.3.6 Triple H will keep a record of complaints in a permanent form for not less than two years.
 - 12.3.7 All comments from the public, made in good faith, both complimentary and critical, will be passed on to the individuals responsible for preparing and presenting the Program/s concerned.

13 Membership

- 13.1 It is a requirement of the ACMA that we increase our membership levels. Triple H needs to attract new members to improve its pool of expertise. You are invited to add to our number of members by creating enthusiasm and instilling desire to join while on-air, as well as through networks of friends, family and work colleagues. During the course of their workday, each member needs to be equipped to encourage and evoke new members from their work and leisure environment.
- 13.2 It is each member's responsibility to ensure that Membership and Presenter's fees are paid when they fall due, as fees are used for the ongoing maintenance of station equipment and improvement of amenities.
 - 13.2.1 Membership fees fall due on September 30, each year
 - 13.2.2 Presenter Fees fall due according to the payment terms on the invoice
- 13.3 All Presenters and Co-hosts are required to be current, full fee-paying Members and to attend:
 - 13.3.1 At least 5 Members Meetups;
 - 13.3.2 At least 2 fund-raising events; and,
 - 13.3.3 General Meetings and Annual General Meetings or give reasons for inability to attend.
- 13.4 Reasons for Membership dismissal:
 - 13.4.1 Falsely representing Triple H.
 - 13.4.2 Gross negligence in their failure to protect the assets of the Station.
 - 13.4.3 Wilful damage or theft of plant or station equipment.
 - 13.4.4 Failure to pay overdue Membership fees after receiving a written request from Triple H for payment.
 - 13.4.5 Divisive and obstructive behaviour in such a manner that impairs the smooth running of the station or creates constant disharmony. This includes the unauthorized use of

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- email addresses that have been given to Triple H for corresponding with Membership. NB Refer to 'Personal Relationship of Member to Member' below.
- 13.4.6 Bullying, insulting or injuring fellow members.
 - 13.4.7 Failure of Presenters or Co-hosts to communicate with Programming or to adhere to applicable Triple H's Organisation Policies and Procedures, published on the Triple H website after receiving three written warnings within the period of six consecutive months.
 - 13.4.8 Separately to clause 13.4.7, failing to abide by the terms of this agreement after receiving three written warnings within the period of six consecutive months.
 - 13.4.9 Regardless of clause 13.4.7 or clause 13.4.8 if a Member's conduct or behaviour has been brought to the attention of the Triple H Board (by whatever means) and reviewed by the Board and the individual, in response to the Board's request for an explanation, by failing to respond to the Board's request within 14 days (not including that date of the Board's request) states or it appears that they are not prepared to remedy their behaviour, such a Member can be dismissed by resolution of the Triple H Board, from the date of that resolution. However, in the event that the Member appeals the termination in accordance with the Triple H Constitution, (Refer to Conflict Resolution Procedures) the termination will be deemed to have been indefinitely "stayed" as at the date of the lodgement of such appeal, until the appeal is either upheld or dismissed in accordance with the Triple H Constitution.

14 Personal Relationship of Member to Member

- 14.1 Triple H is a caring community and as members we will demonstrate care and nurture for all members:
 - 14.1.1 Each member will be treated with respect.
 - 14.1.2 Triple H is an equal opportunity organization.
 - 14.1.3 Triple H will always fully respect and seek to nurture the innate talents of persons who have a disability, or who are unemployed or in any other way are disadvantaged and will seek to include them in our community.
 - 14.1.4 Triple H nurtures the disadvantaged and unemployed, seeking to extend their life experience.
- 14.2 Triple H seeks to be a warm and friendly environment where its members find support, understanding and encouragement and in view of the above Triple H members will persevere to assist each other to reach their full potential.
- 14.3 While members will disagree on issues from time to time, members of Triple H aim to settle such issues through discussion and negotiation among the individuals concerned and not seek to extend the disagreement to the entire membership. This ensures Triple H is a reasoning and reasonable environment.
- 14.4 If a dispute is unable to be settled by the individuals, they must seek assistance to solve the issue from management and the first step is to relay the contentious issue in writing to info@triplehfm.com.au. Triple H management will then seek to assist the individuals to resolve the issue by following the procedures as per Triple H conflict resolution following.

15 Conflict resolution procedure

- 15.1 Internal complaints, or issues in contention ("Contentious Issue(s)") relating to Triple H Station activities, licence conditions or responsibilities under either the ACMA or CBAA Codes of Practice are to be:
 - (a) made in writing, by a Member/s who provide his/her/their name and address, and
 - (b) forwarded to the Company Secretary at secretary@triplehfm.com.au ,or if the Contentious Issue(s) relate to the Company Secretary, then to the Station Manager at info@triplehfm.com.au, or in either instance, if sent by mail, posted to P. O. Box 2055, Hornsby Westfield NSW 1635.

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- 15.2 The written Contentious Issue(s) will then be forwarded to the Triple H Board for disposition in accordance with the Constitution which is aligned to the CBAA Codes of Practice related to Complaints Handling

16 Sponsorship and Sales

- 16.1 Only the Head of Sales is authorised by the Triple H Board to conduct Sales activities on behalf of the Station.
- 16.2 The Head of Sports Programming, in consultation with the Head of Sales, is authorised to by the Triple H Board to conduct Sports Program Sponsorship activities on behalf of the Triple H.
- 16.3 All persons presenting on air must work with the Head of Sales to arrange sponsorship for their Program and each member of Triple H is to be conscious of the need to raise sponsorship advertising.
- 16.4 As each member interacts in their normal business world, be aware of opportunities for Sponsor Advertising Sales or for program resource sponsorship (such as seeking donation of CDs and other resources that can be useful to the station).
- 16.5 Before approaching businesses for help or sponsorship, first consult the Head of Sales via sales@triplehfm.com.au to avoid duplication of effort occurring and establish if any previous approaches or requests for sponsorship, assistance etc have been made. After which, then approach the Triple H Company Secretary in accordance with clause 4.1.3 above unless the Head of Sales advises you that he/she will confer with the Company Secretary, on your behalf, under clause 4.1.3.
- 16.6 Triple H needs to ensure that each approach is in keeping with the station image by:
- 16.6.1 First having checked with the Head of Sales.
- 16.6.2 Being fully informed of approved promotional advertising options available and supported with approved sponsorship promotional material.
- 16.6.3 Not promising any deal other than approved options.
- 16.6.4 Being fully advised of assistance needed if business/organization seeks to become a potential advertiser (i.e. Discussions around recorded sponsor announcements, scripts, procedures etc by returning with scripting suggestions placed on approved forms.

17 TECHNICAL MANAGEMENT

- 17.1 In most circumstances, the technical team will be relatively un-noticed, but there will be occasions where presenters will be involved with technical issues. Where presenters will be affected or involved in technical issues the following protocol will be followed:
- 17.1.1 For any major technical projects liable to affect presenters and programming, notice will be given to presenters one week in advance. The notice will explain whether the presenter will be involved and how.
- 17.1.2 Presenters will make the Studio Technical Co-ordinator, aware of all faults and breakages as soon as possible after they occur by emailing technical@triplehfm.com.au
- 17.1.3 The Studio Technical Co-ordinator will train a team of technical personnel so that a technician is on call for particular periods of time. The contact for a technical member will be displayed in the studio

18 PROMOTION, PUBLICITY & MARKETING

- 18.1 The Triple H Board must approve all publicity so that Triple H maintains a constant public image.
- 18.2 Presenters are required to create a publicity campaign for their program and to have prepared promotional leaflets and information to be used in relation to their program for emailing in Weekly Updates, the Triple H Website, Outside Broadcasts etc. The general procedure is to apply to Promotions or Programming for assistance if needed:
- 18.2.1 Present any additional proposals ahead of promotion, outlining the publicity and how the station may be involved to Head of Marketing and Promotion promotion@triplehfm.com.au

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- 18.2.2 Head of Marketing and Promotion will guide the wording of news releases and ensure that publicity is:
- i) Legal, that is, it does not breach Broadcasting Law, or is otherwise objectionable from a legal perspective, such as, for example, defamatory, unlawfully discriminatory, or a breach of electoral laws.
 - ii) In keeping with the image of the station
 - iii) Directed to the most appropriate media contacts
- 18.2.3 The Head of Marketing and Promotion will ensure that no other publicity campaign will interfere or conflict with another simultaneous Triple H publicity campaign.
- 18.3 The Head of Marketing and Promotion will:
- 18.3.1 Strive to keep Triple H in the news in local newspapers.
- 18.3.2 Develop publicity programs such as:
- i) Bumper stickers
 - ii) T-shirts for sale
 - iii) Letterboxing
 - iv) Conducting opinion polls and surveys
- 18.3.3 The Head of Marketing and Promotion will continually make application for the display of Triple H banner in various community locations.
- 18.3.4 The Head of Marketing and Promotion will arrange station events such as BBQ's for the promotion of the station, open days and liaise with special events occurring in the community such as shows and faire days so that Triple H can be promoted at local events.
- 18.3.5 Any brochures or documents to be distributed on behalf of Triple H must be passed for acceptability of language, content, and that the claims made can be delivered. Such draft documents are to be sent to promotion@triplehfm.com.au
- 18.4 Social Media
- 18.4.1 Triple H has a separate Social Media Policy that must be adhered to by all presenters and members. The Social Media Policy deals with branding and content on Facebook Pages, Twitter posts and Instagram Accounts for Triple H and Presenter Show pages, including what constitutes appropriate content.
- 18.4.2 The Social Media Policy also sets authority levels for Triple H Social Media accounts.

19 PROCESSING TRIPLE-H SPONSORSHIP ANNOUNCEMENTS

- 19.1 Outline of Sponsorship announcement from inquiry to on-air play out.
- 19.2 The Head of Sales:
- 19.2.1 receives sponsorship inquiry
 - 19.2.2 discusses and agrees Sponsorship deal with customer.
 - 19.2.3 documents rough script ideas with customer
 - 19.2.4 passes scripts and ideas to Production.
- 19.3 The Head of Production gives rough scripts to Triple H Script Writers who will provide a script within the week.
- 19.4 Head of Sales to phone potential sponsor and discuss possible production ideas within a week of the sale (at the most) and then relate back to Triple H Script Writers.
- 19.5 Script Writers pass their work to the Head of Production for editing and final concept editing.
- 19.6 Voice-over completed.
- 19.7 Head of Sales:
- 19.7.1 receives completed production for potential sponsor's approval.
 - 19.7.2 On acceptance by the customer of completed production, forwards details of Sponsorship to Triple H Accounts
- 19.8 Accounts invoices the customer.
- 19.9 The Sponsor pays the invoice, in accordance with invoice payment terms

19.10 The final production handed with its associated **Schedule Sheet** to Production Team for uploading. Uploading date provided on the basis of the production volume in hand.

19.11 Final advertisement loaded onto Studio computer and into **Jazler** by Production Team.

20 PRODUCTION PROTOCOL

20.1 All production technicians will respect work in progress of other technicians. No technician will delete the work of another technician.

20.1.1 Any alteration will be saved on a separate file so that a choice between the original and the edited version can be made. Alternative working files will be deleted only after burning versions onto a CD.

20.1.2 If any work is unsuitable to go to air, Co-coordinators must provide a reason and allow the technician to learn how to improve the product.

20.1.3 If a Production Technician is unable to complete work by the date stated, seek help from others who may assist, or contact the client and warn of the delay.

21 Definitions

ACMA	Australian Communications and Media Authority
AMCOS	Australasian Mechanical Copyright Owners Society Limited
APRA	Australasian Performing Right Association Limited
Broadcasting Law	includes the <i>Broadcasting Services Act 1992</i> (Cth) and the Regulations made thereunder and also any licence condition imposed, from time to time, upon Triple H by the ACMA under section 87 of that Act
CBAA	Community Broadcasting Association of Australia
Copyright	the law of copyright, as codified in the Copyright Act 1968 (Cth) and as interpreted by the various courts, exercising federal jurisdiction, within Australia
IPR	Intellectual Property Rights
Jazler	is the radio station automation software used by Triple H or its replacements
Media Law	Legislation that regulates the Media Industry generally and which is applicable to Community Radio Stations such as Triple H
Schedule Sheet	Document that sets out when spots are scheduled to be played out by Jazler and approved by the sponsor.