

## **SURB Online Presenter Code of Conduct Agreement**

1. The Presenters Agreement
2. Co-Presenters
3. Responsibility to the Station
4. Indemnity
5. Confidentiality
6. Copyrights, Designs and Patents ACT 1988
7. Programme Content
8. Responsible Broadcasting
9. Guest and Callers
10. Studios and Equipment
11. Staff Protocol
12. Responsibilities
13. PPL and PRS Broadcasting Code
14. Accidental Errors
15. Duration of Engagement
16. Termination of Engagement
17. Presenter Agreement
18. Declaration

## **SURB Online Presenter Code of Conduct Agreement**

SURB Online (Students' Union Radio Bolton) is a media branch of the Students' Union (UBSU). This branch is funded by the University of Bolton and UBSU. The station holds both PPL and PRS licences, covering royalties and performance rights for online streaming and broadcasting.

SURB Online is broadcast online, and as a representation of both the Students' Union and the University of Bolton, presenters must be made clear of the Code of Conduct Agreement, and act professionally during all broadcasting on SURB Online.

---

### **1. The Presenters Agreement**

- i. The sole intention of this document is to inform presenters of the expectations in place whilst broadcasting with SURB Online. Presenters must be aware that the purpose of this form is not to overly restrict artistic nature and creativity, but is in place to help guarantee those actions of a presenter are neither illegal nor contravene the conditions in place with the University and Students' Union.
- ii. If a presenter, in any means, is found to have deliberately contravened this Code of Conduct Agreement, the individual is liable to face disciplinary action. The disciplinary action is outlined in the discipline bye law to the Students' Union Constitution.

### **2. Co-presenters**

Co-presenters follow the same set of rules and regulations as presenters, and must:

- a. Be approved by the Programme Controller
- b. Have read and signed this agreement
- c. Attended a DJ training session organised by SURB Online

### **3. Responsibilities To The Station**

Any presenter involved with SURB Online must adhere to the following responsibilities whilst on or off air:

- a. Due to illness, injury or other event, which will prevent the production of any scheduled programme, the presenter must inform the Programme Controller/Producer or nominated deputy at the soonest possible opportunity.
- b. Whilst on station premises, presenters must conform to all rules and regulations set in place.
- c. Without prior written consent, no presenter can incur any liability whatsoever on behalf of SURB Online.

- d. Presenters must conform to the scheduling of a programme, set by the Programme Controller and Producer. It must be understood that any deviation from set scheduling, including that of slander, intrusion of privacy, violation of copyright of any product, firm or corporation will lead to immediate disciplinary action.
- e. As a station, presenters need to acknowledge the right to protect “trade secrets” and, unless with prior consent from the station Chief Executive, are not allowed to knowingly use or publish information within the station including that of programme ideas, production methods, financial details, personal data and member information.

#### **4. Indemnity**

- a. As a presenter for SURB Online, you must agree to keep the station indemnified against all costs, proceedings, claims, demands, losses, damages, expenses or liabilities arising directly or indirectly as a result of a breach of agreement to representation, obligations, warranties or other terms.

#### **5. Confidentiality**

- a. The presenter agrees that during the course of this agreement, or any time thereafter, knowingly disclosing confidential matters with regards to SURB Online or its members, including information related to accounts, contractual agreements or other dealings, transactions or affairs obtained during the course of this agreement, will lead to disciplinary action.

#### **6. Copyrights, Designs and Patents Act 1988**

- a. The consent of the presenter is hereby given to the Station pursuant to the terms of the Copyrights, Designs and Patents Act 1988 and to any statutory modification or re-enactment thereof the time being in force.
- b. The presenter agrees to grant SURB Online exclusive rights to all transmitted programme material pre-recorded on the Station's behalf; show titles and features unless expressly agreed otherwise on a separate contract.

#### **7. Programme Content**

- a. The overall principal for the content of programmes is that they should be appropriate for the listenership and in context.
- b. SURB Online broadcasts through an internet stream, and being a University based Radio Station, needs to keep topics and discussions relevant to the University population and local community. It is vital that presenters act responsibly and maintain a high level of professionalism when on air. If programme content is deemed inappropriate the Programme Controller may request disciplinary action through the disciplinary board against the presenter(s) responsible.

- c. Individual presenters have a duty to ensure that they broadcast responsibly at all times. The following boundaries are absolute and **must not** be breached:
- d. Only after 8pm and before 5am is it permissible to:
  - i. Play songs with parental advisory lyrics.
- e. It is never acceptable to:
  - i. Use expletives of any kind.
  - ii. Condone or encourage criminal activity.
  - iii. Describe acts of sex or violence in graphic details.
  - iv. Encourage smoking, excessive drinking or any form of drug use.
  - v. Use language of a racist, homophobic or religiously intolerant nature.
- f. A log of every show broadcast is stored on the station's computer system and is easily accessible for members of station management to review if required following any complaint.

## **8. Responsible Broadcasting**

- a. Listeners have a right to expect that programmes broadcast on SURB Online will be of high quality, balanced, non-biased and not misleading. The following must therefore be observed:
  - i. Presenters may never broadcast whilst drunk, under the influence of drugs, or whilst otherwise inebriated or incapacitated.
  - ii. Presenters must inform the programme controller and request permission from the station Chief Executive (Form 1.1 Guest Request) 24 hours in advance of their show if they wish to bring guests on air, whether live or pre-recorded.
  - iii. Presenters must take care to maintain due fairness and impartiality. Phone-ins must encourage and not exclude alternative views.
  - iv. Presenters must be aware that defamation or libel may lead to legal action and that extreme care must be taken when making statements about individuals or organisations.
  - v. Presenters must not edit or manipulate quotes or other contributions to mislead listenership or misrepresent the contributor.
  - vi. Presenters must exercise appropriate caution when discussing events surrounding ongoing legal proceedings.
  - vii. Presenters must take extreme care about offering product endorsement or other recommendations.

- viii. Presenters must keep noise in and around the studios to an acceptable level at all times.
- ix. With many of the above it is not always clear where a line is being crossed or an error made. If you are unclear about something, **check** with the programme controller or nominated duty **before** broadcasting.

## 9. Guest Callers

- a. The presenter operating the mixing desk has total responsibility for the actions of any guest caller who may appear on their show, or otherwise use the station for activities associated with the show. With this in mind, there are to be no guests involved with the shows unless discussed and authorised by the programme controller.

## 10. Studio and Equipment

- i. The studio hosts a great deal of highly expensive equipment that is maintained at all times by the engineering team. It is, therefore, unnecessary to disconnect equipment, rearrange or otherwise tamper with any of the studio equipment unless discussed and authorised by the programme controller. Intentional damage to equipment will not be tolerated. Any such incident will result in disciplinary proceedings against the individual(s) involved. Accidental damage to equipment must be reported to a member of the station management immediately.
- ii. You must not adjust master volume levels or any processing equipment. The levels and processors have been set by sound engineers to give the optimum sound. Any adjustment may result in distortion.
- iii. Please keep the studio tidy. Any show prep etc, should be taken away with you at the end of your show. CDs, etc must be returned to their rightful positions in their own cases.
- iv. There is a strict no smoking rule in the studio and partner rooms.
- v. There is a strict no eating rule in the studio space. Only bottled drink is allowed in the studio space but must be kept away from any technical equipment.
- vi. To the extent that the same are not supplied by the station, the presenter agrees to provide his/her own instruments, tools and/or equipment of a type/make approved by the station.

## 11. Staff Protocol

- a. It is understood that presenters may discuss affairs related to campus life and life as a resident of the Bolton community. Some of the discussion may consist of criticism of services and facilities; however, these must be unbiased, fair and well informed. It should be noted that individual staff, members of University of Bolton Students' Union or any other institution must be able to expect to undertake their jobs without unfair personal criticism. The following guidelines must therefore be observed:-
  - i. Individual staff members must not be mentioned by name unless they have given consent in advance, except in the context of current affairs report.
  - ii. Presenters are not allowed to direct criticism at staff or members of either the University of Bolton or UBSU. Either as a personal opinion or as a SURB Online opinion. This rule is **absolute** and **must** be adhered to.
  - iii. Where criticism is made, right-of-reply must be offered to the individual or group where possible.
- b. All the above rules must also be observed by the guests and callers to phone-in programmes. Any failure of presenters to 'dump' such comments will be considered a breach of this agreement.

## 12. Responsibilities with the Students' Union

- a. As a funded and supported part of both the University of Bolton and University of Bolton Students' Union, students involved with SURB Online have a duty to abide by certain constraints. The following guidelines are an expression of this duty as it affects individual presenters.
- b. Presenters must abide by current UBSU and University of Bolton policy (accessible on the respective websites). Updates of policy will be forwarded to the Station Chief Executive who will update the team. In the case that presenters wish to express opinions which differ from either policy, it must be made clear that this is the opinion of the presenter and not that of SURB Online or the University of Bolton or the Student's Union.
- c. The guidelines that are given above for staff members of organisations must also be applied to the student officers of both Unions.

## 13. PPL and PRS Broadcasting Code

Refer to PPL and PRS Licensing codes (accessible on relevant websites).

#### **14. Accidental Errors**

- a. If a presenter accidentally transgresses any part of this agreement they must report this mistake to the programme controller at the earliest opportunity. The presenter must not offer an immediate apology on air as this will result in attention being drawn to the transgression. The station management will decide whether an official apology is required. Presenters who report accidental errors are likely to be dealt with more leniently than if the transgression is discovered by other means.

#### **15. Duration of Engagement**

- a. Unless terminated at the request of either of the presenter or the station, the presenter shall be considered engaged to the station.

#### **16. Termination of Engagement**

- a. Nothing within this agreement precludes the absolute right of the station to terminate the engagement of a presenter for operational or other reasons.
- b. If the presenter wishes to terminate their engagement, notice should be given to the programme controller or nominated duty as soon as possible.

#### **17. Presenter Agreement**

- a. This agreement is conditional upon the presenter not being a 'disqualified person' within the meaning of the Broadcasting Act 1990 or any statutory modification or re-enactment thereof for the time being in force, and may be terminated forthwith by the Station without notice in the event of the presenter at any time being disqualified under the said Act, or any such modification or re-enactment thereof.
- b. The presenter hereby warrants that he/she has not been prosecuted for any offence in respect of illegal broadcasting, nor has he/she been connected in any way with illegal broadcasting.

## 18. Declaration

I declare that I have read, understood and will endeavour to comply with all parts of the above agreement.

Name (Please Print):	
Student ID Number:	
Email:	
Signature:	Date:
Effective:	

Please return to:

Nick Uttley  
Vice President  
SURB Online  
University of Bolton Students' Union  
Deane Road  
Bolton  
BL3 5AB

✉ [surb@ubsu.org.uk](mailto:surb@ubsu.org.uk)

**You may not broadcast on SURB Online until you have signed this agreement and its receipt has been confirmed by a nominated deputy of SURB Online.**

### Office Use Only

Signed: \_\_\_\_\_ Date: \_\_\_\_\_