

ENFORCEABLE UNDERTAKING

ENFORCEABLE UNDERTAKING GIVEN TO THE AUSTRALIAN COMMUNICATIONS AND MEDIA AUTHORITY BY Tamworth Broadcasting Society Inc; 47 744 587 412 UNDER Section 114 of the *Regulatory Powers (Standard Provisions) Act 2014*

1. Person/s giving the undertaking

This Undertaking is given to the Australian Communications and Media Authority by Tamworth Broadcasting Society Inc. under section 114 of the *Regulatory Powers (Standard Provisions) Act 2014* (RPA)

2. Definitions

2.1 In this Undertaking:

- (a) **ACMA** means the Australian Communications and Media Authority.
- (b) **RA** means the Radiocommunications Act 1992
- (c) **BSA** means the Broadcasting Services Act 1992
- (d) **RPA** means the *Regulatory Powers (Standard Provisions) Act 2014*
- (e) **Undertaking** means this Enforceable Undertaking.

3. Term of the Undertaking

- 3.1 This undertaking, having been executed by Tamworth Broadcasting Society Inc., commences on the day it is executed by the ACMA (the commencement date).
- 3.2 This Undertaking continues for 4 years from the commencement date or until it is withdrawn or varied by Tamworth Broadcasting Society Inc. with ACMA's consent under subsection 114(3) of the RPA or cancelled by the ACMA under subsection 114(5) of the RPA, whichever is earlier.

4. Background

- 4.1 The description of the business relevant to the ACMA investigation relates to the Community Radio transmission's output power.
- 4.2 The description of the conduct subject to the ACMA investigation was that Tamworth Broadcasting Society Inc. increased transmission output power to exceed the 1kW Effective Radiated Power limitation.
- 4.3 This conduct is considered by the ACMA to contravene the RA, because Community Radio stations are not permitted to increase their power output.
- 4.4 Tamworth Broadcasting Society Inc. acknowledges the ACMA's view that this conduct contravened Section 113 of the RA.
- 4.5 In response to the ACMA's view and concerns regarding Tamworth Broadcasting Society Inc's future compliance, Tamworth Broadcasting Society Inc. offers this undertaking.

5. Undertakings

5.1 Tamworth Broadcasting Society Inc. undertakes it will:
Permit periodic audits and monitoring by members of the ACMA staff of any radio communication transmitters in the possession of Tamworth Broadcast Society Inc., or on premises Tamworth Broadcasting Society Inc. has access to, operated to provide a community radio broadcasting service.

- 5.1.1 Tamworth Broadcasting Society Inc. will permit entry to and inspection of premises to ACMA for the undertaking of an audit program.
- 5.1.2 Acknowledge that an audit may occur at any time between 9:00am to 5pm, Monday to Friday, without any prior notice from the ACMA.
- 5.1.3 For the purposes of conducting power measurements of radio communications devices, provide within 30 days of the commencement of this undertaking, technical information in respect of Tamworth Broadcasting Society Inc's transmitters sufficient to enable the ACMA to connect a measurement device capable of conducting measurements as described in 5.1.
- 5.1.4 Provide all other reasonable assistance as requested by the ACMA staff members undertaking the audit.

5.2 Tamworth Broadcasting Society Inc. undertakes it will provide all documents and information requested by the ACMA, from time to time, for the purpose of assessing compliance with the terms of this undertaking.

6. Acknowledgements

6.1 Tamworth Broadcasting Society Inc. acknowledges that:

6.1.1 The ACMA will make this Undertaking publicly available including by publishing it on the ACMA's website.

6.1.2 The ACMA may, from time to time, make public comment about this Undertaking and its terms which includes issuing a media release upon its execution by the ACMA.

6.1.3 The ACMA may, from time to time, publicly report on compliance with this Undertaking.

6.2 Tamworth Broadcasting Society Inc. also acknowledges that:

6.2.1 The ACMA's acceptance of this Undertaking does not affect the ACMA's power to investigate and take compliance and enforcement action arising from conduct that is not the subject of this Undertaking or arising from future conduct.

6.2.2 This Undertaking in no way derogates from the rights and remedies available to any other person or entity arising from the rights and remedies available to any other person or entity arising from the alleged conduct, the subject of this Undertaking.