



## Application Form

### *Community Sound Broadcasting Service for South West Clare*

Read the *Guide to Submissions for a Community Sound Broadcasting Service for South West Clare* ("Guide"), pursuant to Section 65(8) of Broadcasting Act 2009, published on the Broadcasting Authority of Ireland's (BAI) website [www.bai.ie](http://www.bai.ie) before completing this Application Form. The Guide details the requirements for the application.

Complete the application form in its entirety. Incomplete submissions will not be considered as a valid Application.

An applicant is required to submit fourteen (14) copies of the application (including fourteen (14) copies of any demo material) as well as one electronic copy of the same application, in PDF format not exceeding 8MB, for publication on the BAI's website. The application may be submitted in either Irish or English.

All information submitted as part of an application for a community sound broadcasting contract must be true and correct. You are required to include with your application a declaration by a suitable authorised person that the information contained in the application and in the additional documentation accompanying the application is true and correct to the best of that person's knowledge and belief. Should any amendments need to be made by any applicant to the Application or its accompanying documents, the Committee should be informed immediately. No material alterations will be permitted to the proposals in the Application without the consent of the Committee.

The application and all copies thereof must be submitted to the BAI at its offices at 2-5 Warrington Place, Dublin D02 XP29 by **12 noon on 2<sup>nd</sup> August 2017**

**May 2017**



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## 1. Index

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## 2. Details of Applicant

### Introduction to the Applicant

*The Applicant will hold the community sound broadcasting contract with the BAI and must be a single legal entity. A copy of the Certificate of Incorporation and Memorandum and Articles of Association must be included with the application where the Applicant is a body corporate.*

**2.1** Applicant's name and contact details  
(Contact person, address, telephone no. and e-mail)

South West Clare Community Radio  
Kilkee Community Centre,  
Circular Rd,  
Kilkee  
Co. Clare

065 9083022  
ainemae@rcb.ie  
Sorcha@rcb.ie

**2.2** Trading Name

Raidió Corca Baiscinn (RCB)

**2.3** Registered Company Name (if applicable)

South West Clare Community Radio CLG

### 2.4 Main Contact Details:

*For public purposes: Please nominate at least one individual to deal with any press or public enquiries.*

Contact Person's Full Name:

Áine Mae O'Mahony and Sorcha Allen

Contact Person's Job Title:

Station Manager & Administrator

Contact Person's Email Address:

[ainemae@rcb.ie](mailto:ainemae@rcb.ie) [Sorcha@rcb.ie](mailto:Sorcha@rcb.ie)

Contact Person's Phone Number:

0659083022

Contact Person's Postal Address:

Kilkee Community Centre, Circular Rd, Kilkee, Co. Clare



<b>2.5 Proposed Station Name:</b>	RCB
<b>2.6 Brief description of the programme service (please summarise in one short paragraph the type of programme service proposed):</b>	<p>Raidió Corca Baiscinn are here to serve the community of South West Clare. Our mission is to “create a lasting, positive influence and impact on women, men and children of West Clare, in achieving equality of opportunity by working together creatively and honestly for change” Our programme service aims to serve all aspects of the community. Many of our volunteers consist of over 55's, people with physical and intellectual disabilities, those from rural areas affected by social isolation, unemployed, youth etc. The content of our programme is a mix of music and speech with 45:55 music to speech.</p> <p>We broadcast 8 hours per day Mon-Fri and 5 hours on Saturdays and Sundays. Our weekly schedule caters for many different groups within the community. We broadcast mainly in English but we do cater for the Irish language also.</p>

<b>2.7 Please identify the names and addresses of the Applicant's (where applicable):</b>	
<b>2.7.1 Consultants</b>	Peninsula HR Consultancy Block W, East Point Business Park, Alfie Byrne Rd, East Wall, Dublin
<b>2.7.2 Auditors</b>	Christina Doohan & Co 45 Harvey's Quay Ennis Co. Clare
<b>2.7.3 Solicitors</b>	
<b>2.7.4 Bank</b>	Allied Irish Bank 7 Frances St Kilrush Co. Clare



### 3. Community Ethos

The information provided in this section will assist in determining whether the application satisfies the statutory requirements of section 64 of the 2009 Act and is thereby eligible to be considered for the award of a community sound broadcasting contract. In this regard, applicants should provide as detailed information as is necessary to respond to each of the requests made hereunder. **Please note that this information will only be considered for the purposes of determining whether the application is eligible or qualifies to be considered for the award of a community sound broadcasting contract.** If the application is found to be eligible for the contract award, the information provided in this section will not form part of the assessment of the most suitable applicant pursuant to the statutory criteria under section 66 of the 2009 Act.

#### Applicant's Approach to Providing the Proposed Community Radio Service

##### 3.1 Please define and provide a profile of the geographic community to be served:

The following is statistics based on research.

The latest census figures show that while 295 of the 464 Kilkee workforce is employed, a further 169 are unemployed (36%). While not all of those employed in Kilkee work in tourism, it is the case that the sector represents the chief option for economic development in Kilkee. Population figures for Kilkee from the Census show a decline from 1331 in 1996 to 1037 in 2011 and continuation of this trend is not desirable for Kilkee or its hinterland.

Accommodating 3 Tús positions in the area of technical, administration and housekeeping as well as an internship jobs bridge has not only helped the community programme maintain its service to social change but also assisted in the increase in productivity by enhancing a steady growth in volunteer recruitment. We are also fulfilling a need to the unemployment demographic.

According to the CSO of the towns with a population of 1,500 or more persons in 2002, Kilrush recorded one of the highest instances of disability at 17.2%. In 2002 the total number of people registered with a disability in Clare totalled 8,135 people. Research shows that there is a low labour force. We aim to take advantage of this negative by working with organisations in the community/voluntary sector and using our outreach representatives in the area of training and volunteer coordinator to talk to service users empowering our most vulnerable to take part in radio presenting and volunteering their time in a fun and environment which promotes equality.

The farming communities have openly spoke recently in terms of numbers falling dramatically since 2011.

There are 1,000 less registered farmers in 2017 than in 2011. Many have spoken to us about giving up the farming due to mass production and industries with larger production methods. This impacts the farming population and many people live isolating lives and this is adding to rural isolation increasing.

Youth is a group which also peaks and flows due to Summer holidays taking a break many volunteers leave, however new younger volunteers come on board in September based on the following data we can deduct the demands in Summer with less younger volunteers due to being away and going to college but the Winter months gives way to new volunteers, many young volunteers who have been with us for many years and forwarded their education. The previous statistics had shown that youth once at an age to pursue college and further education had taken the decision to emigrate.

Participation among disabled (38% as opposed to 76%) and also 1 in 5 persons with a disability live



alone

Overall, Economically South West Clare needs to be considered in association with its neighbouring town of Kilrush. Development of links between the two towns in particular, and the wider area from Loop Head to Doonbeg, can create critical mass which would be mutually beneficial to all communities in the area.

**3.2 Please set out how community representation and accountability will be provided for the community to be served:**

South West Clare Community Radio (trading as RCB) aims to represent and be accountable in serving the community by providing the following

- A voice to the community - Unique programming relative to the community the station represents. Accountability in continuous market research, monitoring voices on air, identifying new target groups and development of partnerships and monitoring progression of development in programming.
- Staff and board training
- South West Clare Community Radio (Radio Corca Baiscinn) supports training and development of staff and board on a continuous basis and supports up skilling and prospects of QQI/FETAC certificate qualifications for all staff and board. South West Clare board and Management are in the process of adopting the journey of the Governance Code. Training will be paramount in achieving good governance and good practice.
- Constitution (formally Articles of association) - The changes to the Articles in conjunction with the 2014 company law objectives, implemented in 2016. *See appendix 1*
- Financial policy - We currently and will continue to follow process in financial practice within the organisation. Finance policy is set out as per Pobal guidelines.
- Volunteer and staff policy - Accountability for volunteers and staff in terms of operations and strategic planning for development of both groups. Staff handbooks issued to all employees. Volunteer membership packs issued to all volunteers.
- Health and safety policy - This policy underlines the responsibility for all individuals within work premises and within volunteer role descriptions. Accountability within policy stating health and safety is the responsibility of Management.
- CRAOL membership – Raidió Corca Baiscinn are members of CRAOL community forum. This helps us in our objectives with a deeper understanding of changes in the sector. Legislation changes and communication between CRAOL and governing bodies representing as an umbrella group to the community and voluntary sector assists in our focus towards good governance. Station Manager is presently on board of CRAOL and she will be 1 year serving as director at AGM in October.
- Subcommittee groups - Although we currently have 3 subcommittee groups they are key to risk Management and hold accountability to our policies and targets within yearly station planning. Further details can be seen in Section 4
- Community networking and feedback
- Interactive website with comment page
- Social media Facebook and Twitter active page
- Phone call interviews and current affairs phone in live

- Community diary
- Active and healthy relationship with local press
- Opportunity to voice community events with outside broadcasts
- Text line service
- Volunteer membership - Large volunteer membership and station membership is included in this data. Ongoing reviews of database relative to our community groups and target groups. We can and will identify the groups that may decline overtime and where we need to put our service towards in the future. For example, if youth group participation declines due to Summer months or by moving to college, new recruitment and community access to the station with partnerships with local schools would be an approach to consider for that particular target group.
- Partnerships and stakeholders - We aim to maintain our strong partnerships within the community and further. We will work and continue to work with local community groups. Our partnerships represent the community we broadcast to. Examples of the partnerships we have are Enable Ireland, Headway, Employability Clare, Brothers of Charity, Age Action, Primary and Secondary Schools, County Board and GAA, Nursing Home and Residents, Community Watch, Irish Farmers Association, NCBI, Men's Shed, Christian Community.
- There are many more organisations, community groups and voluntary groups we aim to connect with and promote the service we provide and underline our accountability. This year we will work with the travelling community in a strategic effort to train and up skill 10 members of the travelling community. South West Clare community radio successfully trained 10 people over the age of 55 in 2016 as part of their commitment with the community foundation of Ireland through CRAOL to meet its obligations, all participants qualified at certificate level 3 in media expression. A similar format will be in place for the next accredited course however we have projected to make the changes logistically to a shorter term of 5 weeks with longer class hours and have considered September for initiation of course due to the travelling community travelling during the Summer months.

**3.3 Please outline the station's approach to ensuring that it will:**

- i) serve the interests of the community; and,
- ii) provide a social benefit to the community.

Please include evidence to support your answer.

South West Clare provides a social benefit to the community because research shows that the catchment area suffers from low rates of employment and high rates of emigration.

Kilkee is a small coastal town in County Clare. It is in the parish of Kilkee, formerly Kilfearagh and is located midway between Kilrush and Doonbeg on the N67 road. According to "Towards A Better Kilkee"- A Draft Town Improvement and Economic Development Strategy 2013 - 2023, the town has a population of 1037 people however over the summer season the population of Kilkee expands and while the average population may be in excess of 5000 there can be significant spikes which can raise the numbers to 15,000 people or more pending tourism visits and Summer trade.

We can and have proven our social benefit to the community by being part of this strategy. This is achieved by providing employment through Tús and Community Employment (CE scheme's), Pobal and an internship (formally jobs bridge) making Radio Corca Baiscinn one of the largest employers

and community organisation in the area.

Our Outside broadcasts highlight events and shines a light on community issues that commercial station(s) don't cover giving a unique social benefit towards individuals attached to our partnerships. For example, the social benefit to residents of the Kilrush community nursing home. Other outside broadcasts include sports, civic trust talks and socials like the rambling houses of West Clare and a number of local sporting events.

We are committed to 12 outside broadcasts per year which includes many varied options within the community, the civic trust talks throughout the Summer months provides a social benefit to all involved within the local talks and interests on varied topics covering local history, geographical landscaping of the Burren, educational and many more and they gather many people together as a social outlet.

Encouraging people with disabilities and learning difficulties to follow their dreams and aspirations through a unique approach to learning. Our trainer will work one on one with anyone with a disability to find a solution to what they or society may feel is a barrier.

Embracing older people and welcoming everyone who enters the station with a smile and the offer of tea and coffee or a slice of cake or sweet.

All staff are aware of our purpose and social benefit to the community and the continued marketing, PR and outreach work is essential in maintaining the community's social benefit.

RCB radio is passionate about the community it represents and this is evident in its structure and community involvement at board, volunteering, staff and partnership levels. The group as a whole understand community radio ethos and will continue to socially benefit the community if our proposed licence application is successful. This is further underlined in the group's mission statement and is pursuant to the statutory criteria set out in section 66 of the 2009 act.

Our mission statement

"To create a lasting, positive influence and impact on women, men and children of West Clare, in achieving equality of opportunity by working together creatively and honestly for change".

**3.4 Please provide details on how the Applicant's financial proposals align with the requirement that the service will be not-for-profit:**

While RCB must adhere to the 50% social and 50% enterprise commitments of our contract with Pobal we are currently in a position where we are on target to our commitments for a 3-year strategy plan for financial sustainability. Due to Managers previously leaving after short term and board changes it was felt the organisation experienced a break in its obligations and as a result governance issues were highlighted in Pobal audit in 2015. This was most welcomed as new Management and board understood where the organisation needed to grow and the team worked towards strategic planning for its future.

Therefore, new reviews of financial outputs and where changes could be made and were outlined with Management and the finance committee. This has been successful to date and our 2016 annual audited accounts underline this. We went from losses of €26,000 in 2015 to only a loss of €270 in 2016, this hard work and team effort means we are on track hitting all targets that were outlined for 2016.

We acknowledge that this was a breaking even year and in 2017 we aim to have growth in the sector financially to get out of deficit in the next 2 years as part of our 3-year financial strategy plan. With this

in mind, we still maintain a not-for-profit contract obligation and this is evident in our constitution

It is important to note that as our source of grant funded income from Pobal is only to include staff wages at a minimum wage rate and half the PRSI, we are responsible for paying top ups (which are 75 cent for most people and 1.25 for one person per hour) which is encouraged by Pobal, however we must keep pay increases to a minimum until we can sustain our financial obligations.

We maintain our not-for-profit commitments by implementation of a new reserves policy

Our advertising remit is subsequently lower than commercial stations and we rely heavily on fundraising to support the running operations of the organisation.

Ongoing small events such as cake sales and bucket collections subject to permits can assist in purchase of extra recording equipment.

Our membership with CRAOL helps us sustain our not-for-profit obligations as it supports us with new training courses at a no cost to individuals taking part in some cases and it pays the station for the training provided once the station adheres to all criteria. Example a minimum of 10 older people or travelling community, LGBT or ex-offenders.

CRAOL will empower and support community broadcasters nationwide to deliver a social benefit to their communities through active volunteerism, shared resources, good governance, partnership and networking”

CRAOL, also called the Community Radio Forum of Ireland, is the representative, coordinating, lobbying, training and support group for Irish Community Radio. Every week, across Ireland, 2000 Community radio volunteers broadcast to 170,000 people in 20 fully licensed stations and 30 aspirant stations. All conform to a not-for-profit ran organization standard. RCB as a member of CRAOL understand CRAOL’s core objectives.

**Core Objectives:**

To advance the community radio sector through: Good Governance, Training, Networking, Communication and Advocacy.

To develop a network of licensed, not-for-profit, democratic community radio stations

To offer education, training and support for network members

To encourage network members to build the communities they serve

To encourage members to develop programming and activities based on the AMARC Community Radio Charter for Europe.

Finally, by RCB’s understanding, as a not-for-profit organisation, it is clear to all involved that brainstorming to put funds towards equipment upgrades, new computers, software etc. is important in fulfilling the needs and requirements of the community. We are also aware of our commitments with our European counterparts on behalf of the AMARC Charter.

#### **4. Ownership and Control of the Applicant which will operate the service**

The members of the Applicant, being members of a local community, must be representative of, and accountable to, the community concerned.<sup>1</sup> A community sound broadcasting service must be “owned and controlled by a not-for-profit organisation” whose structure provides for “membership

<sup>1</sup> Section 64(a) of the 2009 Act.

management and operation and programming primarily by members of the community at large".<sup>2</sup> The information provided in this section should clearly demonstrate how the ownership and control structure of the Applicant will comply with these requirements at all levels of the operation of the service.

Please note the Authority will normally require, prior to the signing of the contract with the successful applicant, that the commitments undertaken with respect to the ownership and control structure of the station are embodied in the constituting documents of the station (for example, the Rules of the Co-operative or the Memorandum and Articles of Association).

***Where the proposed membership for the radio service and the applicant group are two different entities, please note that the information requested hereunder refers to the entity to be established for the proposed radio service.***

For the purposes of this section, the following interpretations apply:

**"Control"** – is in a position proprietarily, financially or in terms of voting rights to determine or direct the policy of the company, with regard in particular to programme output, that is, sourcing, production, supply or delivery to the audience.

**"Substantial interests"** – has sufficient proprietary, financial or voting strength within a relevant company or companies to be able to influence directly or indirectly to an appreciable extent the strategic direction or policy (which shall include editorial policy) of the company (companies), with regard in particular to programme output, that is, sourcing, production, supply or delivery to the audience.

**"Communications Media"** – the provision of a broadcasting service, the provision of a broadcasting services platform or the publication of newspapers or periodicals consisting substantially of news and comment on current affairs.

#### 4.1 Organisation Structure and Governing Body

**4.1.1** Please describe the type of corporate structure established or proposed for the community sound broadcasting service (e.g. a company limited by guarantee with no share capital, a co-operative society or other not-for-profit organisation):

Raidió Corca Baiscinn is a Company Limited by Guarantee with no Share Capital established in 1999.

**4.1.2** Please state the type of Executive Organ proposed for the applicant (e.g. a Board of Directors or Committee of Management):

Board of Management

<sup>2</sup> BCI Policy on Community Radio Broadcasting.





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**4.1.3 Please provide the following details in relation to the members of the Executive Organ:**

a) The number of members proposed:	6
b) The number of members who will be appointed in a representative capacity and provide details of such representation:	2 Raidió Corca Baiscinn representatives 1 Volunteer Representative 3 Member representatives
c) The nomination, election and/or appointment procedures for members:	Board members are nominated and elected on to the Board at its AGM in April of each year. Officers of the Board are elected at the first meeting following the AGM. Throughout the year members can be co-opted on to the Board until the next AGM where a vote takes places on officially bringing the co-opted members on to the board.

**4.1.4 Please provide the following details in relation to each member of the Executive Organ:**

- a) name, home address, age and occupation;
- b) background and experience (including but not limited to media/broadcasting, community and management experience);
- c) other business, community and/or media interests held (please specify); and/or
- d) involvement in any sound broadcasting service including the name of the service, the nature of the involvement (i.e. position/role held) and period of involvement (commencement date and date of departure).

Name & personal information requested	Other information (b – d above)
Name: Marie Keane Address: Kilcologher South, Cross, Kilrush Co. Clare Age: 72 Occupation: Retired Farmer	Marie is a native of Cross Co. Clare. Marie is a retired farmer and is well known in the local community. She has been involved in the station for the last 15 years and has been a board member for the last 3 years. Marie has been a key member of the Outside Broadcasting team with our Hospital Requests from our local retirement home and with the Farm show which allows us to reach those in the farming community. Marie is also heavily involved in our fundraising endeavours.
Name: Kevin Heapes Address: Purecamping, Querrin, Kilkee, Co. Clare V15 F602 Age: 49 Occupation: Owner/Manager of Pure Camping ( <a href="http://www.purecamping.ie">www.purecamping.ie</a> ) and part-time	Came to West Clare in 1989 and worked in ESB Moneypoint until 1996 and was involved with a number of community organisations in those years, including Committee member of Kilkee Sub-Aqua Club; Fundraising committee member for the Kilkee Waterworld project; Member of Kilkee Rescue Service. He travelled extensively between 1996 and 2000 using



Information Developer with IBM.	<p>Australia as a base, Kevin then returned to Ireland in 2000 and worked and lived in Galway until 2004. He moved back to West Clare in 2004 and continued to work from home as a Technical Writer/Information Developer. As part of the move to West Clare, Kevin lead the initiative to bring a community-based broadband service to the Loop Head Peninsula. While having a vested interest in securing a reliable broadband service in the area, implementing the rollout as a community service meant that population centres weren't prioritised and so managed to roll out a skeletal service out as far of Kilbaha. This would not have happened without a community-led approach. Kevin opened an eco-campsite in 2011, the focus of the business is to provide a wholesome camping experience in natural surroundings while exposing customers to eco-friendly practices and showing them the types of DIY projects that are possible, for example, rainwater harvesting and homemade solar panels.</p> <p>Kevin's current and recent involvement with community projects includes (Other than being Current Chairperson of RCB): Former Chairperson &amp; Secretary of the Kilkee - Plouhinec Twinning Association; Current Chairperson of Kilkee-Bealaha Hurling Club; Current Training Officer with Seol Sionna Traditional Wooden Boat Club; Member of Kilkee Sub-Aqua Club.</p>
<p>Name: Joseph McCloskey Address: Lismoyle, Dunlickey Rd, Kilkee, Co. Clare Age: 50 Occupation: Industrial Engineer</p>	<p>Joseph studied Industrial Engineering and additionally received a Diploma in Training and Development. Joseph is a full Member by examination of the Institute of Industrial Engineers, and the Irish Institute of Training and Development. Joseph worked in Quality Control and Assurance in the manufacturing industry firstly and then moved on to the energy sector where he worked in the areas of customer services, relationship management, financial management providing customers with technical solutions in the areas of mechanical engineering. In more recent times as a result of the recession Joseph has focused more of his time in property management and lettings as a landlord. Joseph has been very active in the Kilkee ~Civic Trust and is currently the Honorary Secretary. Joseph started with us as a volunteer where we continue to broadcast the Kilkee Civic Trust summer events on a weekly Kilkee Summer Talks series and the annual KCT Arts in Focus evening as well as a variety of Musical and</p>





	Community Events.
<p>Name: Paul Williams Address: Circular Rd, Kilkee, Co. Clare Age: 46 Occupation: Owner of Local Hardware Business</p>	<p>Paul graduated from the University of Limerick with a degree in Law and European Studies and a Post-Graduate Diploma in Japanese Studies. Following that he worked for APSO in Poland for 4 years. He then worked in a moving company and subsequently worked for the Polish government on the accession process to join the EU. He was responsible for contracting the purchase of services and material under the EU Pre-Accession programme. In recent years Paul returned to West Clare and is now the owner of a Local Hardware Business. Paul is an active member of the community. He is former Treasurer of Kilkee Celtic Soccer Club, former board member of Kilkee Tidy Towns Committee. Currently Vice-President of Kilkee Chamber of Commerce and Board Member and Treasurer at Scoil Realt Na Mara, Kilkee. Paul is also current Treasurer of RCB.</p>
<p>Paddy Collins Address: Dunlickey Rd, Kilkee, Co. Clare Age: 51 Occupation: Bar Manager</p>	<p>Paddy has a diploma in Community and Family Studies which he completed as a mature student. Paddy is an active member of the community where he was previously a Town Councillor and was the last Mayor of Kilkee before all town councils were abolished. He is the Past Director of Clare Local Development Company and present Director of Kilkee Development Association. Paddy is a member of Kilkee Amphitheatre Drama. Paddy has been a volunteer in the in the station for the last 10 years and was appointed to the board in 2014.</p>
<p>Name: Mary Arthur Address: Dunlickey Rd, Kilkee, Co. Clare Age: 62 Occupation: Retired Banker</p>	<p>Mary has recently joined the RCB board since November 2016. Originally from Ennis Mary moved to Kilkee in 1988. Mary worked with AIB for 37 years, managing personal, business and corporate clients. Prior to retirement she was the manager of AIB in Kilkee. Mary is a fully Qualified Financial Advisor. Mary has been involved in community and voluntary committees for the last 45 years some of those include, Chairperson of the Finance Committee for Kilkee Parish, she is on the Pastoral Council, parish representative to the cluster parishes. Mary is also a volunteer with the local Kilkee Coast Guard. She is the Treasurer for Kilrush Community Gardens, she is also involved in the restoration of Kilcasheen Graveyard and is Treasurer of the Committee. Mary is also heavily</p>

	involved in Kilkee Historical Society and Kilrush Historical Society. She is also the Secretary of the Kilkee Tidy Towns and the Director and Treasurer Kilkee Development Association. Mary is a dedicated fundraiser for Kilkee Playground & Astroturf. She is also a member of Kilkee, Doonbeg and Lahinch Golf Club and is past Captain in Kilkee Golf Club in 2000, and in Doonbeg in 2012 and past Lady President in Doonbeg in 2015 and 2016 and is also on the committee. Mary is representative to Clare County Council as part of the Kilkee Community Group which consists of Loop Head Development, Kilkee Chamber of Commerce, Kilkee Civic Trust, Kilkee Tourism and Kilkee Tidy Towns.
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**4.1.5 Please indicate who will be appointed Chairperson:**

Following our AGM in April of 2017 Kevin Heapes has been appointed our Chairperson in the first board meeting following the AGM.

**4.1.6 Please set out the Applicant's proposals for involvement in and of, and ensuring accountability to, the community:**

Raidió Corca Baiscinn promotes a culture of openness and transparency. In 2016 RCB adopted the policy of allowing any volunteer to automatically become a member once the €10 membership fee has been paid. This allows volunteers to have voting rights at our AGM once they have been a volunteer/member for over 6 months. As per our Articles of Association RCB informs the community of our AGM and invites members as well as those interested in becoming members or getting involved with the station. A press release is sent to all local papers, it is also advertised on air and through all of our social media platforms. Our part time training and outreach co-ordinator manages communication with our volunteers and members to inform them of any upcoming events and any matters of interest. In 2016, we developed a new database to streamline communication. We communicate with our volunteers and members in person, through web text, email and social media. RCB has a strong presence on social media platform, Facebook. In 2017, we are working on increasing our social media presence. For example, we have used Facebook Live to video a broadcast, we have recently utilized Snapchat in an effort to reach the youth in the area. One of our sports volunteers promote their RCB Sport Facebook page and also has a blog site to blog local community sporting events along with promoting their weekly Sports Show.

RCB also invites any feedback and/or complaints through our website where we have a contact form and our complaints procedure.

RCB ensures when recruiting for the Board of Management that having a balanced representation of the community is one of the priorities when seeking new board members. Upon induction of new staff and/or volunteers we stress that our policy is an open-door policy where any member of the community is welcome to bring up the ideas, queries and/or any concerns to the staff, station manager or Board of Management. Our staff and volunteers are encouraged in this area. We have employed a part time training and outreach co-ordinator for the purpose of outreach to the community

through working on informing the community of what we do and why we do it. Through that we have success in drawing in volunteers and have a long-standing history of working with members and volunteers from all sectors of the community as stated in section 3 some examples of the partnerships we have built are, Enable Ireland, Brothers of Charity, local schools, local churches, Retirement Homes and many individuals within the community all of whom contribute hugely to RCB.

RCB also strive to continuously improve in the areas of Governance and transparency. In 2015 the Board of Management completed a training session with Sheila Cahill on Governance. We have recently taken part in an audit conducted by Niall Byrne on behalf of CRAOL to review all of our policies and procedures in line with good governance and accountability. We look forward to enhancing our current policies and implementing any changes based on the results of the audit. We also look to the requirements and recommendations of both the BAI and Pobal in terms of what policies and procedures we have in place to ensure that we are adhering to our current requirements. If there are areas that we need to improve on then we strive to close any gaps identified. That said, the initial feedback from Niall Byrne was that we had a high level of the necessary policies in place at the time of the audit.

## **4.2 Membership Structure**

**4.2.1** Please state the current number of members of the Applicant:

RCB currently have 27 members. And 75+ volunteers. See *Appendix 2*

**4.2.2** Please identify and describe the categories of membership proposed and explain how the overall membership will be representative of the community to be served:

RCB's policy is that those who volunteer automatically become members as long as they pay the annual membership fee, this came in to affect in 2017. This is the sole membership category.

**4.2.3** Please set out, where applicable, the categories of shares and the prices of such shares or any other fees associated with membership:

RCB charge an annual €10 membership fee for the unemployed and €15 annual membership fee for the employed.

**4.2.4** Please detail the strategies to source and increase membership over the term of the contract proposed:

RCB employ a Training & Outreach Co-ordinator. Part of this role is to recruit volunteers/members to the station. At every RCB event whether it is an Outside Broadcast or a Fundraising day either the Training & Outreach Co-Ordinator or another RCB staff or representative will be there to provide information on the station including how they can become involved. Part of our 2017 strategy is to increase our social media presence by increasing our interaction across all platforms and engaging the public in that way. We believe if we couple social media with face to face interaction we are increasing our presence in the community. RCB hold open days in the station, examples of these are World Radio Day Open Days, Community Radio Day Open days, we have had Santa at the station. We have partnered with local live music venues to hold event nights, we regularly advertise in local papers and community news letters. As part of our 2017 strategy we plan to reach out to more secondary schools to increase our youth participation. There is no longer a transition year in the local secondary schools however we are working on developing in this area through the schools and local



youth music groups.

**4.2.5** Please provide the names and home addresses of all the current members of the Applicant and identify the categories of membership to which such members belong:

See Appendix 2

**4.2.6** Where a member of the Applicant is a corporate body, please provide the following details in respect of the directors and “significant” members of that body<sup>3</sup>:

- a) name, home address, age and occupation;
- b) background and experience (including but not limited to media/broadcasting, community and management experience);
- c) other business, community and/or media interests held (please specify); and/or
- d) involvement in any sound broadcasting service including the name of the service, the nature of the involvement (i.e. position/role held) and period of involvement (commencement date and date of departure)

Name & personal information requested

Other information (b – d above)

Not applicable


**4.2.7** Please state the rationale for the involvement of the corporate body in the Applicant, if relevant:

<sup>3</sup> A person will be deemed to be a “significant” member if s/he is the legal or beneficial owner of shares in the applicant to which are attached ten percent (10%) or more of the voting rights exercisable at a general meeting of the applicant.



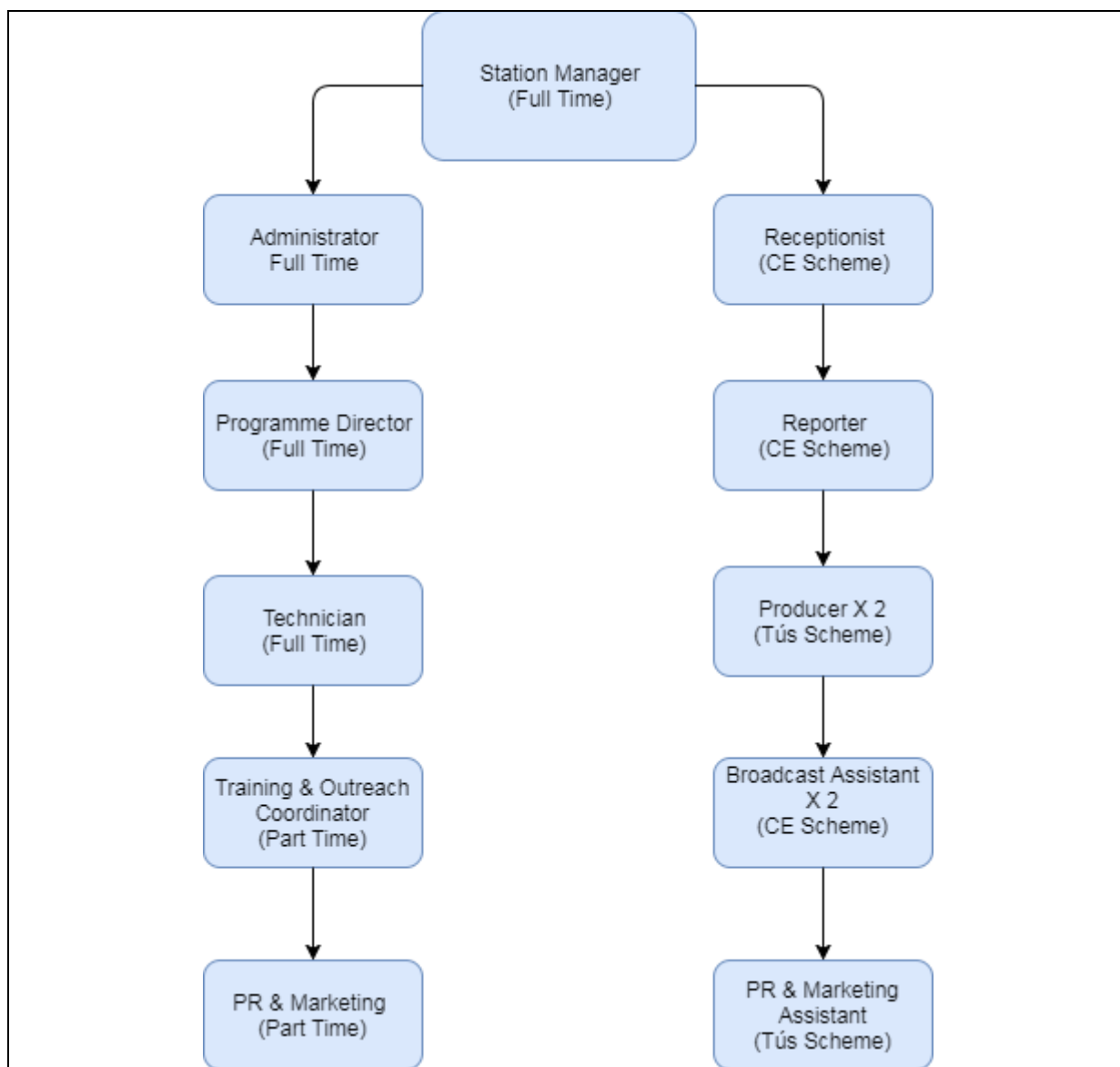
Not applicable

**4.2.8** Please outline any proposed procedures, in addition to those specified in the Applicant's Articles of Association, for ensuring that the Applicant (the Executive Organ and members) will be accountable to the community to be served:

We are accountable to the community in a number of ways. Our AGM's is an opportunity for members to meet and enhance their understanding of the stations operation procedures. RCB is accountable to its volunteers through it's open door culture, any volunteer meetings through our open days, we regularly communicate with our volunteers through our social media platforms, through web text and email. Our many policies outlined in Section 3 also ensure our accountability to the community we serve.

#### **4.3 Management Structure**

**4.3.1** Please describe, in the form of a chart/diagram and narrative, the existing or proposed management structure of the Applicant, clearly indicating the roles and status of management staff to be appointed (full-time, part-time and/or volunteers):



#### **Station Manager (CSP Funded Full Time)**

RCB employs a full time Station Manager, this role is funded by Pobal as part of the Community Service Programme (CSP). The station manager is responsible for the overall running of the station with oversight of staff, recruitment, grant proposals, ensuring adherence to BAI and Pobal requirements, aligning the station with the strategic goals as set out in the stations business plan and ensuring the smooth running of the station on a day to day basis. The Station Manager reports directly to the board and provides a managerial report at board meetings. The Station Manager also works with the Programme Director and the Administrator throughout the application, delivery and execution of Sound & Vision projects.

#### **Administrator (CSP Funded Full Time)**

The administrator is responsible for maintaining financial accounts. Processing incoming and outgoing payments, processing wages, preparing invoices, preparing financial reports for the Finance subcommittee and board meetings, maintain petty cash. Prepare financial reports for Pobal as required, provide secretarial support to the Station Manager and Board, Input Sound & Vision application and ensure all deliverables are submitted within the required time frame and to highlight



any adhoc issues to the station manager and board as required. Ensuring that all necessary board, staff and volunteers are Garda Vetted. The administrator works closely with the Station Manager to assist in the day to day running of the station. The administrator role is full time and partially funded through the CSP programme.

**Programming Director (CSP Funded Full Time)**

The programme director is responsible for overseeing the implementation of RCB's programme schedule. Working with volunteers to bring new programme's on stream and to develop existing programmes. The Programme Director is also responsible for ensuring the production of documentary projects including Sound and Vision projects within the required deadlines. This role is also responsible for ensuring we are adhering to the requirements of the BAI licence and the BAI's Codes and Standards while also keeping up to date with any changes to the BAI Codes and Standards.

**Technician (CSP Funded Full Time)**

The role of the Technician is to maintain studio broadcast equipment including outside broadcast material. Maintain the RCB website including ensuring an accurate schedule is posted and podcasts are uploaded. Update the studio equipment registrar and repair any equipment where possible. Oversee the studio internal networks and servers. Setting new staff up with logins and email set up. Work closely with the production team and social inclusion groups to ensure programmes are ready for broadcast.

**Training & Outreach Coordinator (CSP Funded Part Time)**

The Training & Outreach Coordinator is responsible for implementing the stations strategy in reaching out to the community through individuals, local community groups, stakeholders etc. The main purpose of this role is to ensure recruitment, induction, training and work allocation for volunteers and to contribute to the planning and execution of community focused station activities. They are also responsible for maintaining or Volunteer Database and keeping volunteers updated with what is coming up in the station for example fundraisers, recruitment drives etc. The coordinator is also responsible for the delivery of training through funded projects for example the CFI funded training.

**Fundraising, Marketing & PR Coordinator (CSP Funded Part Time)**

This role is to work with the Fundraising Sub Committee to come up with new fundraising ideas, develop and execute these ideas with a team of people. This role is target driven with quarterly targets set for bringing in fundraising revenue. The role is also to promote and develop our social media platform and to advertise any events through these means as well as through local press and other social media outlets. Part of this role is to also draft press releases as required on any relevant topics for example, Sound & Vision projects, upcoming events or training etc. This role works closely with the Training & Outreach Coordinator in promoting the ethos of the station to the community with the aim to always increase community participation.

**Receptionist (CE Scheme Part Time)**

The main functions of this role are to answer phones, manage the [info@rcb.ie](mailto:info@rcb.ie) mailbox. Gather and file employee hours. Maintain annual leave log. Circulate relevant information to the rest of staff. Maintain and file all records such as running orders, approved annual leave requests, weekly hours records. Keep a record of Voices on Air. Record and type up minutes from weekly staff meeting with station manager. And any other adhoc secretarial duties that occur.

**Reporter (CE Scheme Part Time)**

The role of the reporter is to conduct interviews both on and off site. Bring forward any new ideas in Programming Subcommittee. Assist with reporting in any grant aided projects such as Sound & Vision. Script and voice the news, sports and weather. Keep up to date with local events, current affairs and any other relevant topics in order to conduct interviews. Assist with supporting new volunteers with any interview techniques training etc.

**Producer X 2 (Tús Scheme Part Time)**

The producer's role is to produce shows as requested for both volunteers and also any assigned





projects such as Sound and Vision projects. The producer will work closely with the Programme Director to ensure all shows are produced to an excellent standard. The producer will cut, mix and edit shows as requested and assist any new volunteers in training on either the control desk, editing or production of radio content. The producer will also ensure that program content of volunteers is in line with the stations ethos and the Codes and Standards set by the BAI. There are two producer positions both 19.5 hours per week.

**Broadcast Assistant X 2 (CE Scheme Part Time)**

The role of the Broadcast Assistant is to work closely with the programming and production team in order to ensure excellent quality of radio content. The Broadcast Assistant is responsible in assisting the reporter with daily News and Sports. They are also responsible for recording and updating the Community Dairy and liaising with individuals and organisations to ensure their event is included. The Broadcast Assisting works closely with the Programming and Production team to ensure that we are meeting the standards set in the BAI Codes and Standards. There are two Broadcaster Assistant positions, both are 19.5 hours per week.

**PR & Marketing Assistant (Tús Scheme Part time)**

This role is to assist the PR, Marketing & Advertising Coordinator with regularly posting to our social media platforms, organising and promoting fundraising events, generating new ideas to both promote the name and ethos of the station and also coming up with new ideas to raise funds through running events, advertising, promotion, grants etc.

**4.3.2** If the management structure proposes the use of sub-committees, please detail the proposed membership of such sub-committees, the procedures for nomination and election and the rationale for their inclusion in the management structure:

Raidió Corca Baiscinn has three subcommittee groups these are Finance, Fundraising and Programming Sub Committee groups. Each Sub Committee has at least one board member, one staff member, board members who are also volunteers act as volunteer representative also. RCB were recently made aware following a discussion with the BAI that it is advisable for there to be a volunteer on each subcommittee. RCB are currently recruiting volunteers on to our subcommittees. RCB identify subcommittee board members through open discussion to see who has an interest in the subcommittee and then assessing their relevance to the subcommittee, their experience and their background within the community. The only exception to the election of members is the Finance subcommittee where due to the sensitive nature of the information the Finance subcommittee consists of the Treasurer of the Board, the Station Manager and the Administrator. Where necessary sub committee's report to the board through the Managers Report.

**RCB subcommittees:**

**Finance Subcommittee**

Paul Williams (Treasurer), Áine Mae O'Mahony (Station Manager) and Sorchá Allen (Administrator)  
The Finance Subcommittee meet monthly on the Friday before the monthly board meeting. The administrator reports to the subcommittee on all incomings and outgoings and highlights any payments to be made and any upcoming adhoc expenses to the station. The administrator provides a



financial report to both the Station Manager and the Treasurer. The agenda is set by the Treasurer and the minutes are documented by the Administrator.

**Fundraising subcommittee**

Marie Keane (Board Member/Volunteer), Áine Mae (Station Manager), Sorchá Allen (Administrator), Mike Curran (Fundraising, Marketing & PR Coordinator), Sarah Louise Deloughery (Fundraising, Marketing & PR Assistant).

The Fundraising subcommittee meet monthly, their purpose is to plan and coordinate any fundraising ideas. They also discuss any new ideas for any income generation including reaching out to local potential advertisers. An update is also provided on any grant applications, the progress of event organisation etc. It is also an opportunity to discuss any learning's from previous fundraising events. Details of the meeting are reported back to the board via the manager's report and the board member attending.

**Programming Subcommittee**

Joseph McCloskey (Board Member), James Flanagan (Programming Director), John Kinsella (Producer), Rose Keane (Reporter), Jason Rath (Broadcast Assistant)

The programming subcommittee meet monthly to discuss the current programme schedule, any issues arising from existing shows, recent outside broadcasts. It is an opportunity to review the schedule to ensure that we are meeting our requirements and to come up with ideas to reach more individuals and target groups in the community. Progress on Sound & Vision projects is also discussed. Details of the meeting are reported back to the board via the managers' report and the board member attending.

**4.3.3 Please detail the proposed reporting structure between the management team, including any sub-committees, and the Executive Organ of the Applicant:**

Staff meetings are held weekly and chaired by the Station Manager. The board meet on the last Wednesday of every month. All subcommittee meetings are held ahead of the board meeting. The Station Manager and the board members on the relevant subcommittees report back to the board on the details and outcomes of each subcommittee meeting. Staff issues are reported to the board by the Station Manager through the manager's report.

The Board are responsible for setting policy and ensuring overall governance, proper procedures and monitoring the financial position of the station. At each board meeting the board review the financial report prepared by the Administrator. Both the treasurer and the station manager report on any issues of note to the board. The board are also responsible to ensure that the station as a whole is compliant with the rules and regulations as set by any relevant government bodies such as the BAI and Pobal. They are also responsible for reviewing any feedback on audits from the relevant government bodies and ensuring a plan is in place to implement any suggested changes.

The board have overall responsibility for ensuring that our policies and procedures are up to date and that these are being followed at the relevant level whether it be the Board, the Station Manager or Staff Members. The Station Manager and staff members are then responsible for ensuring that any relevant policies are followed by our volunteers.



**4.3.4** Please provide in relation to each of the following individuals, or their equivalents, their full name, home address, age, qualifications and experience to date, in particular that which relates to community and/or broadcasting:

- a) Station Manager;
- b) Compliance Officer; and,
- c) Any other proposed management staff.

a) Station Manager  
Name: Áine Mae O'Mahony  
Address: Seacliff, Clahane, Liscannor, Co. Clare  
Age: 35  
Qualifications:  
Media Studies  
Visual Media  
Women In Leadership  
Radio Programming  
Community Development  
ECDL For The Blind And Visually Impaired  
JAWS Assistive Software  
Business Management

Áine Mae's background is in visual media with business, sales & marketing, she ran her own business in Ennistymon, Co. Clare for 3 years before losing her eyesight in 2007. Áine Mae first became involved with Radio Corca Baiscinn in 2009 gaining work experience as part of her radio programming course in college where she gained work experience and continued to volunteer. Following this the Áine Mae was employed as a producer. This was a profound moment as it was the first time she gained employment after losing her eyesight in 2007. Áine Mae was employed on a CE Scheme however continued to contribute to the station through Sound & Vision documentaries. Áine Mae temporarily stepped away from the station to cover a maternity leave contract for 6 months working for Senator Martin Conway in his local constituency office. The focus of this role was representing the community, assisting them and trying to find solutions to any issues reported. Assisting referral for housing for older people, accommodation for minority groups and assisting with medical card applications for individuals who had been previously refused. In 2014 Áine Mae took the position of Station Manager at RCB and continues today to promote the ethos of community radio, continuing ongoing training and ensuring the financial sustainability of the station. Áine Mae has a passion for community development and strives to ensure inclusion for any individual, organisation or background. Áine Mae was also recently elected on to the CRAOL.

- b) Compliance Officer  
As above

**4.3.5** Please specify the Applicant's policy in respect of:

- a) management remuneration and benefits;

- b) employment contracts;
- c) industrial relations; and,
- d) management training and development...

*See Appendix 3 Employee Handbook*

#### **Management Remuneration and Benefits**

The board are voluntary and do not receive any remuneration in the form of travel or subsistence. The board are supported and encouraged to take part in any relevant training. In 2015, they completed Governance Training with Sheila Cahill and in 2017 the attended workshops carried out by Niall Byrne on behalf of CRAOL centred around Governance specifically for community radio. The station manager is paid a salary which is funded through the CSP. The station manager is also provided with travel and subsistence as per our internal policy. RCB has appointed AIB as a pension provider and the Station Manager and all staff are encouraged to set up a pension where we will assist in the deductions.

#### **Employee Contracts**

All new employees are provided with employee contracts and a job description. Each employee's contract is reviewed annually. In 2015 RCB contracted the services of Peninsula HR consultancy firm. The purpose of this was to conduct a review of our current staffing policies and contracts. Through them we have a new Staff Handbook which is provided to each staff member on their first day. In this handbook, all staffing policies are outlined. See appendix employee handbook and sample contract. *See Appendix 4 for example of Employee Contract*

#### **Industrial Relations**

Staff report directly to the Station Manager any issues should they arise. A weekly staff meeting is held which is an opportunity to discuss any issues as a team. The Station Manager also has an open-door policy where any staff member is welcome and encouraged to discuss any issues should they arise. The manager will then in turn report any staffing or personnel issues to the board. Should there be any conflict or issue with any member of staff this can be escalated to the station manager and/or the board. Where necessary we will use the services of the HR consultancy firm to advise on what the process is. The complaints and escalations process is outlined in the Employee Handbook and all staff are aware. We also outline in our handbook that staff are free to join a trade union where RCB will be happy to facilitate. *See Appendix 3 for Employee Handbook*

#### **Management training and development**

All board members, management and staff are encouraged to attend any training of relevance whether it relates to their own role or for their own personal development. All staff regularly attend training facilitated through CRAOL, CLDC and any other relevant bodies. Staff are strongly encouraged to attend the Annual Féile and Community Radio Awards where there are many useful and informative workshops provided by a host of radio stations, BAI, Pobal and CRAOL as these are very practical and relevant in our day to day roles. As mentioned previously the Board completed training in 2015 on the Governance Code and we plan to complete this through 2017 and 2018.

**4.3.6** Please provide details of any employment support, grant or training schemes and detail any arrangements entered into, and commitments provided or received, under such schemes.

RCB are partnered with the following schemes:

Community Services Programme

Community Employment Scheme

Tús

#### **Community Services Programme**

Raidió Corca Baiscinn has been part of the CSP programme since 2008. We receive funding for 1 manager and 4 FTE. Broken down as €32,000 for managers position and €19,033 per FTE position.

#### **Community Employment Scheme**

Currently we employ 3 people on a part time basis of 19.5 hours per week through the CE Scheme. This can go up to 5 positions depending on the availability of suitable candidates.

#### **Tús Scheme**

We currently employ 2 people through the Tús scheme on a part time basis at 19.5 hours per week.

RCB also provide work experience for suitable individuals and also through organisations for example the National Learning Network, local PLC courses etc. These are in the areas of technical, production, editing, programming, broadcasting and administration, payroll and bookkeeping.

RCB have also partnered with CROAL to run the CFI courses, in 2016 we successfully completed CFI course for the over 55's and in 2017 we are currently planning the CFI course aimed at members of the Travelling Community.

RCB have also participated in training coordinated by CROAL, CLDC and continuously encourage all board, staff and volunteers to seek out training. We also have our internal Outreach & Volunteer coordinator who provides training in production and programming to all staff and volunteers as needed.

#### **4.4 Character of the Applicant**

Please answer the following questions "yes" or "no", on behalf of the Applicant, to include, if the Applicant is a body corporate, its directors, manager, secretary or other similar officer and "significant" members.

*An Applicant for a Community Sound Broadcasting Service should note a response to each question should be set out for **each individual member** of its Board of Directors, Committee of Management or equivalent governing body, as well as its secretary, or other similar officer, and "significant" members. If the answer is "yes" to any of the following questions, please provide full details:*

**(i)** Has the Applicant ever been convicted of an offence involving fraud or dishonesty?



**(ii)** Has the Applicant ever been restricted or disqualified as a Company Director, or convicted of any offence under the Companies Acts 1963-2006 (as amended) in this jurisdiction or under equivalent legislation in any other jurisdiction?

**(iii)** Has the Applicant ever been adjudicated a bankrupt, become insolvent or entered into a voluntary arrangement with creditors, or had a receiver appointed to any of its assets, in this or any other jurisdiction?

**(iv)** Has the Applicant ever been a director of a company to which a receiver was appointed, which went into compulsory liquidation, creditors' voluntary liquidation, examinership or which made any arrangement with its creditors or class of creditors?

**(v)** Has the Applicant ever been convicted of an offence under any legislation by which Broadcasting and/or Wireless Telegraphy is regulated in this or any other jurisdiction?

**(vi)** Has the Applicant ever had a licence or contract issued by a broadcasting licensing body or any other statutory body suspended or revoked in this or any other jurisdiction?

**(vii)** Is the Applicant aware of any reason why it may not be a fit and proper person to be awarded a contract?

Details:

Marie Keane (i) No (ii) No (iii) No (iv) No (v) No (vi) No (vii) No  
Kevin Heapes (i) No (ii) No (iii) No (iv) No (v) No (vi) No (vii) No  
Mary Arthur (i) No (ii) No (iii) No (iv) No (v) No (vi) No (vii) No  
Joseph McCloskey (i) No (ii) No (iii) No (iv) No (v) No (vi) No (vii) No  
Paul Williams (i) No (ii) No (iii) No (iv) No (v) No (vi) No (vii) No  
Paddy Collins (i) No (ii) No (iii) No (iv) No (v) No (vi) No (vii) No

## 5. Programming

### 5.1 Programming Strategy

**5.1.1** Please detail the ongoing strategies which the Applicant proposes to implement in relation to:

- programme research;
- programme production;
- quality control;
- ensuring compliance with the statutory requirements and the community sound broadcasting contractual obligations for programme content; and,
- ensuring the service will operate in accordance with the ethos or value system that underpins community activity.

**South West Clare Community Radio proposes to implement the following in programme research by:**



- Understanding the gaps in programming where we meet new communities and programming reflects these new communities.
- New economic developments within the area getting people's perspective with a balanced approach. Example, the development of windmills.
- Working with information already available in terms of research for future programming. Examples of this council data, census statistics all reflective of the communities we represent and developing unique programming relative to this data.
- In terms of existing programmes ongoing research for preparation of weekly research for current affairs programming is essential and reporters to meet with the locals regarding issues in the area.
- Outside broadcasting needs to research the subject matter if it is highlighting, for example, Mullagh horse and cattle fair annually. Accuracy in its reports and research with individuals involved for many years prior to event.
- Gathering notes of the new partnerships we work with. Gathered research in this area will pre-empt what programmes are required to support that group. Example meeting with mental health representatives and local groups will give us an understanding of what programming we intend to air.

**South West Clare Community Radio proposes to implement the following in programming production by:**

- Holding pre-production meetings on an ongoing basis depending on type of programme. Example sound and vision would have separate team and regular programmes will have its own programme production team. Programmes such as news, community diary or presenters of music shows will have a general producer and programme director insuring compliance.
- All new proposed programmes must be drafted as a program proposal and must be forwarded to the programming subcommittee for discussion and must be in accordance with statutory requirements and broadcasting contractual obligations
- Production of programming within other contractual works to be proof listened, sound and vision.
- Responsibilities within the programming team to identify reasons for quality issues when broadcasting and log any issues when broadcasting. This information then can be ready and available and technician informed to improve sound quality of broadcast.
- Working with individuals through our trainer for manning their desk and that full training in quality production and liable prior to any live broadcasts.
- A minimum of 6 pre-recorded programmes to be completed before live broadcasting.

**South West Clare Community Radio proposes to implement the following in quality control by:**

- Vetting existing live broadcasts
- Vetting pre-recorded programmes prior to broadcast
- Insuring programming is in line with our programming policy at all times
- Technical observations and weekly checks of studio equipment and software
- Checks of portable recorders and outside broadcasting equipment prior to broadcast insuring a "dummy run" to check signal.

- Pre-production meetings
- Post production meetings especially during the editing process. (This is particularly important for sound and vision where producer works closely with editor)
- Programming director and assistant to monitor the advertising time within an hour and our commitments to the BAI.
- Regular reading of the codes and practices and any changes that may take place so we are in accordance with up to date legislation.
- Management to check with key personnel that quality control is being implemented and ongoing. Proposed to be part of agenda for all sub-committee programming meetings.

**South West Clare proposes to implement the following:**

- Any programmes beyond our contracted time for broadcast that are proposed example a live sports broadcast on a Saturday that may be after our time to close, then a request to the Broadcasting Authority of Ireland for extension of coverage may be granted.
- Requests for any extension of broadcasting hours weekly or at weekends must be forwarded to the Broadcasting Authority of Ireland and must clearly state the purpose and if it will reflect our commitments within our policy.
- That all programmes reflect the community we represent
- That we encourage the community to be part of its radio station and promote minority groups
- That we also promote the community in their voice. *See Appendix 5 for Voices on Air Sample*
- Unique training and certified training to minority groups with opportunity to work together in producing a programme relative to their community
- Identifying community issues and promoting unique volunteer involvement in reporting
- Community access to events at the station where networking with other groups promotes social aspect and opportunity to understand the stations service programme.

**5.1.2 Please set out the criteria upon which, in the view of the Applicant, the success of the programming is to be assessed:**

We assess and propose to do so, with regard to programming in many ways. Community involvement at all levels of assessment is important. Getting feedback from community groups and listeners gives an understanding of what is working and what needs to be worked on.

Self-assessing programmes is important too for individuals presenting as when one listens back it can highlight habits when broadcasting and help improve the quality of production. We encourage all to do this as an ongoing part of quality control.

We define our assessing with the following criteria

- Administration
- Relevance to the community
- Quality of production

Our programme policy is cross referenced against our programme schedule with programming





director to know that we are within our contractual obligations

We assess our catchment area through market research and our technician maps the area annually for understanding of parameters where broadcasts are weak or not available.

To assess the needs of individuals and assist them in a way that works for them. Example putting together another studio downstairs for individuals that use wheelchairs. This was decided after a risk management review and if there are more than 2 wheelchairs upstairs it limits access in the event of a fire due to not being allowed to access lift. Therefore, we have 2 people with manual handling in place to lift a person with a wheelchair by removing them to safety by way of special chair to exit the building. The group studio downstairs was assessed and the programme produced is of high standards. This is assessed weekly with staff member before editing process. This is just one example of our administrative reviews relative to not only programming but risk assessment.

Administration is key to assessing the structure of the programmes being broadcast as part of our contractual obligations to the BAI. Programmes must have running orders to accompany any show on our programme schedule.

South West Clare Community Radio (Radio Corca Baiscinn) are proud of their model of democratic involvement and inclusion of all persons living within their communities. Best practice refers to good examples of democratic participation when all meeting participants can contribute to deciding the meeting agenda for both Boards and Sub Committees. When this happens, participants generally engage more and power is shared in a healthier way.

Our quality of programming is assessed nationally at the CRAOL community radio awards in association with the Broadcasting Authority of Ireland yearly and South West Clare Community Radio (Radio Corca Baiscinn) have continued to pick up awards for diverse and unique programmes in varied categories. Drama, sound and vision, under heard voices, rural matters. This assessment is encouraging for both the station and the community.

Quality control within review of programming development is monitored by producer, trainer and overseen by programming director if needed and discussed at a subcommittee level and a decision for re training an individual or group may be required or proposal to edit programming may also be the outcome. It is understood that to develop a high standard of quality broadcasting an individual will be trained in accordance with the training format of the station in accordance with our contractual obligations.

#### **Assessing our sound and vision:**

This is a very important source to the radio station as the application process underlines our commitments as a community service programme. Provides the potential to involve community participation, archive historical documentaries, promote community groups, up skill volunteers working on documentaries and promote ideas and creativity within the group.

Due to a sudden drop in staff in the latter months of 2014, there were 3 Pobal positions vacant and all persons working on sound and vision programming including vacant posts had left. The prospect that the stations threat to funding meant staff were looking for work elsewhere. To give credit to the staff





who did stay on and kept the doors open had no knowledge of sound and vision. Over 20 projects were left unfinished and the pipeline of funding hit a wall, no official handover took place, also admittedly a grey area for myself upon taking up the Management position. Hundreds of hours and work and files had to be trawled through requiring a new system. We can base our 2015 company losses as a result of many factors but for the future staff, volunteers and board a new pipeline of sound and vision was introduced with assessments of old projects that were half done or incomplete.

We are proud of the team's hard work in this regard and have successfully completed sound and vision projects outstanding with the exemption of 2 "Mike Doctor West Clare Poet" and "Once upon a time" These will be completed later this year due to schools starting up in September and "Mike doctor" is a production unique to the girl involved as it is about her late poet grandfather and she is returning from Dubai this year and is committed to completing the project with her production guidance.

Assess the potential of future projects, understand the timeframe needed to finish and the administration required. This assessment is a 3-part pipeline

- Application process
- Production process
- Deliverable process

(All sections of this process are at different stages and are manned by different people to assess its developments)

- Application Assessor Management
- Production Programme director
- Deliverables Administrator

Relevance to the community is the overall key to assessing that RCB are delivering on their commitments as a public service broadcaster to the community and this underlines also its commitments to Pobal as a community service programme.

We assess the relevance to the community by the very nature of how the radio station operates with community involvement. Inclusive of all demographics and opinions within feedback is most welcomed at all stages.

Our previous surveys in conjunction with CRAOL underlines the importance of our relevance, online listenership, large volunteer membership and open discussions with partnerships in a panel discussion format all assess our relevance in the community with regards to programming.

**5.1.3** Please outline the applicant's proposed approach to the issue of community and audience evaluation, including the methodologies to be relied upon and the frequency with which such evaluations will be conducted. Please indicate the budget to be allocated to this activity.

RCB undertook the opportunity for evaluation under the community broadcasting scheme. There was

a choice through this grant to either internally or externally evaluate. As we were focused on change as a result of our audit with Pobal we welcomed this. It gave the new board and Management a focus on the importance of governance within the organisation and that all involved will understand going forward the up to date legislation and importance of good practice and good governance. So, with that we used the opportunity of the CBS scheme with the broadcasting Authority of Ireland to conduct an internal evaluation and board were trained with Sheila Cahil on Governance which prepared the way to adopt the journey of the governance code.

RCB is proposing if awarded a licence to apply for an external evaluation to involve surveys and research with conclusions and findings towards audience and community evaluations. The methodology in terms of surveying the region technically as to our strong signal base and with that understanding develop and issue a survey to catchment areas with the community's perspective on what community issues they would like to hear on community radio, how many hours they listen to radio in general, what is their understanding of community radio and so on. This would be a comprehensive survey that would require over 100 people for accurate statistics.

Market research is a constant necessity in community. As the station consistently must adapt to the social economic trends, we propose to continue our research in this regard, an area we had not focused on before was tourism and in conjunction with Kilrush local Credit Union were able to avail of a study by tourism internationally.

This highlights the radio stations understanding of its community as this West Coast community also adapts to the Summer months as it relies on tourism to sustain its livelihood for the Winter months. We felt this was an important and crucial finding to undertake as we can understand why the community and trade and coastal beauty attracts people to the peninsula.

RCB propose to evaluate daily, weekly and monthly statistics through our website and social media. We can determine listenership figures and website hits from our software data. These indicators are essential to our audience figures in terms of programming. These are available in clear graph format and are accurate. They provide not just the community with an understanding of progression but provides access to many who have emigrated and wish to listen to local county games through our outside broadcasts on line. These statistics are gathered daily and underline the changes in society regarding interactive social media by today's standards. These technical evaluations we propose to conduct to act as a guideline of listenership. *See Appendix 6 – Website Statistics*

RCB proposes to evaluate the ongoing crisis that not just nationally is becoming statistically high but within our own communities in Clare and in particular in West Clare. Suicide has been increasingly common in local parishes within our catchment area and we aim to work with local mental health groups and avail of data subject to the area to get an understanding of the severity and impact on families. As a Community Service Programme it is important that we work with these organisations and to encourage and empower the community through our service.

Programming relative to understanding many different illnesses and understanding symptoms has been discussed many times within the organisation. We would also propose to conduct this evaluation with a view to encourage involvement with the station not just for mental health groups but the community affected by personal experiences and or illnesses and giving them a voice if they so wish to express through unique programmes.

It is difficult to put a cost on this type of evaluation without understanding the questions we need to ask and speak to the professionals working with groups. However, we can allocate a voluntary sub group with a community interests to combating depression and suicide a unique opportunity to create a mental health proactive series of documentaries with HSE input and working with other relative mental health groups. Our social responsibility will target parishes who have been most hit with a large suicide rate.

According to The 2011 Pobal HP Deprivation Index, at a local level, Kilkee is the most disadvantaged ED (13.2) outside of Ennis No 2 Urban (-14.4) and fall into the 'disadvantaged' category. Kilkee has also experienced a significant population decline of 21.7% over the past 5 years.

Unemployment rates in individual EDs reach levels well above those prevailing county wide, and are highest in Ennis No. 2 Urban (45.7% male, 33.9% female), followed by Kilkee (42.3% male, 28.6% female). The highest concentrations of local authority housing are found in Ennis No. 2 Urban (23.8%), Ballynacally (17.2%), Kilkee (16.8%) and Kilrush Urban (16.8%), all of which have levels of local authority rented housing twice the nationally prevailing one (7.9%).

By this information we can put in place a new volunteer recruitment process and work with other community organisations to enhance education, skills and give confidence and support in pursuing other employment within the radio station or outreach base with our programming with our streaming facilities. These are important evaluations conducted in order to pre-empt gaps in programming.

In terms of evaluation of schedule annually the station manager is responsible for implementing the station's broadcasting schedule and ensuring compliance with broadcast legislation and BAI regulations and guidelines. The Board of Management have oversight of all compliance requirements.

RCB have been 1 of 17 community radio stations participate in a governance review to help the overall community radio network firm up on governance issues within the sector and this review will assess key areas within each station. Station visits assessed policy, procedures and practices relating to four criteria being overall governance, charity regulations, operations and broadcasting. These four criteria were based on 118 sources of national standards and best practice within incorporated voluntary organisations.

This report will be available from CRAOL as a report and will be available to the Broadcasting Authority of Ireland as part of its governance commitments for 2017.

## 5.2 Programme Policy Statement

*The Programme Policy Statement sets out the commitments that the Applicant is willing to make to the BAI in respect of key aspects of the programme service. It will serve as a yardstick against which the successful applicant's future performance is measured and assessed and as such will form part, subject to further negotiations between the BAI and the successful applicant, of the contract between the BAI and the successful applicant.*

### 5.2.1 Broadcasting Philosophy and Community Ethos

**5.2.1.1** Please detail in the form of a statement the Applicant's overall broadcasting philosophy and vision for the radio service and how the quality, range and type of programming will serve the community:

RCB has a simple yet affective philosophy as a broadcaster. "Equality of opportunity for everyone" All who enter the radio station are welcomed and encouraged to pursue all their aspirations. To explore creativity and develop through training. As a broadcaster, we will support our community as we have done for over 16 years and empower volunteers to be the best they can be. This is reflective in our operational duties and our broadcasting. To see young teenagers that thought they weren't good enough when invited in and to see them grow and up skill over the years and finally get the opportunity to go to college or to assist in training a person with a brain injury to present their own programme and in fact he has taught us how to use his computer equipment so it is a two-way street.

We want to continue our service as a social outlet by utilising the boundless possibilities that broadcasting gives to a community. Our philosophy was underlined at this year's Féile. The CRAOL national community radio awards in association with the Broadcasting Authority of Ireland, whereby Radio Corca Baiscinn were the host. The theme we chose was "Equality of opportunity".

We believe everyone has the right to communicate and share their creativity. Everyone has the right to work and hold role descriptions and that the station is community driven.

We believe the quality and range of programming must reflect this and we operate on a 90% community 10% radio ethos. This means that the purpose of the service project is community based and it serves as a resource for the area. We encourage all the community to have input in terms of subcommittee groups and representation at board level with the areas of expertise key to the development and growth of the community's radio station.

We have a wide range of programmes that underline our philosophy

- "What's on". A programme with the brothers of charity that highlights local events, educational opportunities and courses. This is presented with members of the charity with learning difficulties.
- "Hospital requests"
- A traditional Irish music programme with live requests to the residents of 3 nursing homes
- Current affairs programming
- "Everything goes" is a talk and music programme with interviews of community groups and their events and the weekly current affairs program delves deeper into local and political



issues with an open forum for debate

- "The word" A Christian programme. We also have local mass during the week.
- Sound and vision documentaries. Community based documentaries providing community access to services.
- Unique music programming. We provide classical, blue grass, traditional and more.
- Youth program. We have a unique educational programme for 4yrs plus called "Teddy's corner"
- Programmes for older people
- Without defining we cover many issues older people have. Health, entitlements, safety in the home.
- "Radio beams" A programme where a reporter visits community events or new open days, businesses
- "Sports Show". This programme covers all the county games and a small section for some national interests

(There are many more programmes reflecting the community poetry, music, arts, Irish language, and many more. We propose to extend our programming schedule to cover any target groups not represented or any new community groups within our catchment area.)

**5.2.1.2 Please define and provide a profile of the community to be served:**

There are many groups that make up our community, however West Clare and the Loop head Peninsula does not have access to many opportunities in terms of services and work can be seasonal as it is a tourist driven area with a low population. Many businesses have had to close or a previous year's turnover could result in closure. The area is heavily dependent on small-scale agriculture and seasonal service sector employment primarily in the tourist sector, with little or no industrial or permanent service sector work in the region. There is an above average dependency ratio in the region.

There has been anti-social behaviour in neighbouring towns with little opportunity to get internship in the area they would want to pursue a career.

Our catchment area would be mainly rural with fishing villages. We work with third party intervention in some cases relative to care of elderly, disability and adult literacy. /The following is a list of the target groups we work with daily.

- Unemployed
- Disability
- Rural
- Youth
- Elderly
- Adult literacy groups



- Members of the Travelling Community
- Christian groups
- Mixed cultures/Polish community
- General

We cover a catchment area of 13,000 approx a wide geographical area. The area is heavily dependent on small-scale agriculture and seasonal service sector employment primarily in the tourist sector, with little or no industrial or permanent service sector work in the region. The area of Kilrush has a high rate of anti-social areas classified as 'very disadvantaged' according to Pobal maps deprivation indices and Clare Local Development. See *Appendix 7 – Pobal Local Area Map*

Our community however is determined to work together creatively and honestly for change and is comprised of many community groups coming together and making a difference in a positive way. We have a strong connection with the community and the many demographics spread across our area. This was further underlined on national community radio day on the 17<sup>th</sup> of June where flocks of people visited the station in a celebration with music celebrating local talent and special programming interviewing community groups and volunteers.

**5.2.1.3** Please set out how the proposed service will be promoted and developed among the community to be served in line with the *BCI Policy on Community Radio Broadcasting*:

With over 16 years presence RCB has been there for many generations and adapted to all changes especially socioeconomic. It has adapted and the community are aware of its changes to meet the community needs. We aim to continue to promote and develop the station with strategic planning as we do yearly.

Station planning is an important part of development. Without a plan, there is no focus for steps to be met for an overall goal. We can only plan for the better if we are accountable as a group and learn from ideas that may not have worked in the past or operational running's that weren't clear.

RCB understood the compromised position it was in 2 years ago and with new Management and board alongside the dedicated volunteers and staff a strip back approach needed to be applied. Understanding that habits, systems and various routines were not working in terms of the station's progression were all identified with an audit and we understood as a group what needed to be done in its original commitments. We understood that a trend had developed where Management would leave after 6 months and no hand over was available for next appointed leader. Governance and operational reviews followed with a start bringing the radio station to the place it needed to be as a community service programme and a service broadcaster. Again, by acknowledging the past and taking ownership of it even though there were many different individuals making poor decisions with a new board and Management we were in a position to adhere to all our recommendations, governance and contractual obligations.

It has taken 3 years to bring the station from nearly closing its doors to reaching all its targets within a

realistic time frame. Having our funding re contracted was a testament to not just staff, Manager and board but to the volunteers and the community as a whole working together and following all the changes implemented.

It is important that the Broadcasting Authority assessors understand the level of commitment and work in changing for the better. We developed a station that has, so far, reached its proposed targets and deliverables in the first 3 years from when the community understood it's problems.

After successfully reaching our 3-year commitments and achieving our funding we again reviewed key areas that needed to be prioritized this time the business plan focused on finance sustainability. A 3-year plan devised to come out of deficit. Again, we worked on this and reached an amazing turn around by cutting expenses and new areas of revenue we are proud to state that the company went from losses in 2015 of 24,000 to an amazing low loss of only 270 euro which meant we stopped accumulating loss and for the first time under the new 3-year plan from 2016 to 2019 we met all our targets financially in the initial year. Again, a result of perseverance and hard work yet all the while sustaining our obligations as a social and community outlet and a community service broadcaster.

It's important we state this history because we want the assessors to understand our work strategy in terms of the question regarding progression and development as we every year have a strategic plan that has targets that are reviewed at board and subcommittee level. Community participation is key and prior to yearly planning open discussions at AGM is vital in terms of membership input and station development.

Encouragement among staff is also vital as they are our community too and when conducting quarterly objectives for staff members it is important to include personal development as part of these meetings giving the individual opportunity to up skill and develop. We understand that the development and progression of a radio station is the progression and development of the individuals and community that represent it.

On reflection of our operational progression we will reflect the same principles when it comes to programming and the development of programmes and individuals who contribute by the following:

- Training and development of new volunteers
- Re training of existing volunteers that are with the radio station long term
- 6-month reviews of programme schedule to analyse if we are meeting the requirements in terms of quality, needs of the community in programming and compliance
- Administration of programming up to date and accountability
- Administration review every 6 months to include running orders, programme proposals and commitments of programme policy.
- Progression in staff training and board training
- Progression and sustainability in yearly awards
- Progression in volunteer participation on subcommittees
- Progression of extended community groups
- Extended time given to reporting on key areas of programming
- Sound and vision team to work on other areas of production for up skill and progression in production overall in programming
- Extending minority group programming





The programming content is inclusive of the range and variety of concerns and needs of the people of the franchise area. Given that the volunteer body is drawn from all sectors of this community.

**5.2.1.4** Please describe the means by which community access and active participation will be facilitated and encouraged in the programming of the service:

The very nature of our community service programme as RCB has always maintained its obligations as a community ran organisation promoting community access for all. What has changed through the years is the prospects of more accessibility through promotional means like social media marketing which extends the encouragement of the community.

We aim to encourage community participation in many instances and while social media is a great marketing tool it doesn't engage in a personal manner. Understanding your niche community means it is possible to encourage engagement in the following areas:

- Outside broadcasts
- School visits
- Station workshops
- Station events such as national community radio day
- Sound and vision projects in the area
- Extending partnerships with local groups
- Working in conjunction with local services like coast guard and local Garda station.
- Continued radio training
- Continued certified courses for particular target groups
- Fundraising events
- Encouraging involvement from local musicians, artists through recording opportunities
- One to one conversations and engagement with the community in general giving understanding of the purpose of the radio station and type of programmes.

We aim to promote community participation within programming as volunteers present many programmes as well as community groups. Programmes such as our Sports Show, What's On, Spinning Sounds and many more programmes have a large number of volunteers in at any one broadcast.

Having a minimum of 12 outside broadcasts a year means that there is not only a large production team but it is a great way of encouraging involvement and shining a light on community events. These can be live broadcasts or pre-recorded if outside our broadcasting remit.

Our programming reflects the community we represent and naturally community engagement is forefront in our programming schedule.

**5.2.1.5** Please describe the current and anticipated level of community participation in programming:

RCB have 75+ volunteers who make regular contributions to programming. Currently most programmes are presented by volunteers who come from all parts of the franchise area. These volunteers give up their time on a daily and weekly basis because they believe in the service and its importance in the community but it is also a social outlet for all involved.





Community participation among our workforce is evident in their passion to learn and assist in training volunteers in areas of production, technical, presenting and the overall broadcasting remit. We have a dedicated production team who work with a deep understanding of community ethos and high standard of programming production. Our workforce is comprised of Tús, Community employment and Pobal staff and we encourage learning, training and development in a fun and interesting way promoting creativity and community voices peppered throughout our programming.

Consistent promotional stings aimed towards encouraging involvement and perspectives relative to volunteering is an ongoing method towards recruitment. These perspectives encourage prospects such as training and development of skills. Many volunteers through participation have come to work as part of the team through community employment and from further training gone on to work in commercial and national broadcasting.

RCB have a proven record in employment to the West Clare region in an area that has consistently suffered for the lack of job creation. *See Appendix 8 – CE & Tús Scheme Testimonials*

We continue to bridge gaps and identify when target group numbers may drop. We can assess this by a 6-monthly report called “output and progress report” calculating our progression and volunteer numbers.

Some businesses may utilize the station on a momentary basis or for promotional content and some groups may work with us to promote events through certain shows but we have maintained a long, dedicated relationship with community groups for many years. The following is an example of this:

- Youth reach
- Community college
- Enable Ireland
- Men's shed
- Employ ability Clare
- Intreo (formally FÁS)
- Clare local development
- Community crèche's in Kilrush and Kilkee
- Local poetry group
- Drama groups “Crack’d Spoon, Doonbeg drama group and the Kilrush choral society
- Adult literacy centre
- Irish wheelchair society
- N.C.B.I
- Brother’s of charity
- Irish farmers association and local farming group
- Mullagh youth group
- Headway
- DPOC and the disability forum
- An Cait Dubh animal shelter
- Civic trust



- Historical society
- Tidy towns annual group
- Community watch
- Pavee Point
- Loop head tourism
- Happy feet, happy minds community group
- Community residential homes
- Age action community group
- West Clare cancer centre
- Irish kidney association
- Clare county board
- Community sports

Our objectives for the future are to maintain our strong relationships with our partner's community groups and voluntary groups and extend this through our programming. RCB has extended its broadcasting hours with the permission of the broadcasting authority in line with our programming policy for 2014/15 and by a further 2 hours at weekends in 2017 and we would propose to increase those hours with the purpose of the extension solely towards more community programming and participation.

**5.2.1.6 Please indicate how the service will add to the diversity of programming within the franchise area:**

RCB will provide a service that adds to the diversity of the programming by continuing to work alongside our community groups, volunteers and partnerships. Keeping up to date with current events and promoting new ideas and creativity among our members. Diversity in programming is a unique aspect to community radio stations nationwide as it should be always the community that have ownership to its programme content.

We will always encourage, promote and present programmes that represent our community and give voices to minority groups and new communities that join our catchment area. This has been proven in our diverse range of programming from youth based programming, current affairs and daily news to farming, over 55's programming, classical music, 60's and 70's, bluegrass, traditional music shows.

Our unique commissioned programming under the sound and vision scheme not only promotes community access, promotion to the broadcaster, community participation but it provides a diverse range of documentary content for a niche genre be it historical, media literacy, drama and contemporary society. We have produced many documentaries over the past 16 years in association with the Broadcasting Authority of Ireland and the popularity of these programmes are evident in the feedback from the community and our podcasts through our website.

Our programming subcommittee group is a great way to hear ideas for unique and diverse programming. The group can also assess new programme proposals that are in line with our contract and programme policy. The committee consists of staff, volunteer and board member.

**5.2.1.7 Please indicate how it will be ensured that the service provides a unique and innovative**



service for communication between individuals and groups and promotes and protects cultural diversity within the community to be served:

We will ensure unique and innovative service for communication between individuals and groups by providing a platform for the right to communicate. Providing a voice to the community through the community by the unique realm of radio. Radio is unique in itself and is ever popular today from when it was first invented. We all engage in conversation as if we are the third person when we listen to a particular debate on radio or an interesting interview is on. RCB promotes inclusion and gives that opportunity for all to take part in that interview or debate!

While other stations may promote community events and highlight community issues, they are commercial and cannot be at the heart of the catchment community area all the time nor can they provide the level of local participation, access as well as local interest and knowledge that RCB's Community Service Programme can.

We will promote and protect cultural diversity as we have done by extending a level of understanding to the community and all involved within the station as to our purpose. Internal reviews at board and subcommittee level helps us stay on top of our commitments and contract obligations. Community service means we serve the community and with that comes respect to all individuals and groups from all ethnic backgrounds. We pride ourselves on equality of opportunity for all and we will work with groups in understanding different cultures and individual's values. We issue a staff handbook which outlines respect for work colleagues and their moral values and religions. This is outlined in our policies. When the organisation welcomes culture diversity we are consistently looking for ways to encourage involvement and due to our live streaming worldwide this provides inclusion to the migrant population. We have a weekly programme called Radio Beams which reports on many community ethnic minority groups. This has been educational and supportive to the group called the Clare Cultural Network.

We have worked with the Polish community through Clare Local Development and a new initiative to work with the Travelling community in providing equality of opportunity is a prime example of how we promote and protect cultural diversity.

RCB will work with 10 participants of the travelling community in a unique course on Media Expression through radio as a QQI/FETAC level 3 5-week course. This is in conjunction with the Community Foundation of Ireland and CRAOL network.

In recent years, we have seen more diversity in Ireland as a nation and Ennis, a town 40 mins away, is the nearest location for ethnic and cultural groups. We propose to research the diverse and new cultures that have placements in the area as part of programme planning. We also aim to work with CRAOL in their programme exchange social media. This will allow us to exchange and pick up community programmes that are relative to cultural diversity from the migrant population.

Staff and volunteers have learned from European community radio stations by visiting and being part of their cultural diversity. In 2015 Radio Corca Baiscinn sent our programming director to Sweden through the CRAOL network this was an interesting experience from a cultural point of view, extending partnerships. We also somehow got picked up by a transmitter in Finland which was hard to believe but an email to the station from a radio enthusiast submitted in 2015 opened up another



door in our European listenership.

We believe in the opportunity for staff, board and volunteers to take part in station visits to get a sense of the diversity in different community radio stations throughout Ireland and the national community radio awards is a brilliant way of networking and meeting cultures but also highlighting diversity and expression through the programmes that won awards.

<b>5.2.2 Broadcast Day: Please indicate the following:</b>	
<b>5.2.2.1</b> total number of broadcasting hours per day:	8 hours weekdays 5 hours at weekends
<b>5.2.2.2</b> the hours of live programming (start and end) per day:	2approx weekdays 0 at weekends
<b>5.2.2.3</b> the hours of repeat programming (start and end) each day:	2-3 weekdays 2 at weekends
<b>5.2.2.4</b> the hours of pre-recorded programming (start and end) each day:	3-4 weekdays 3 at weekends
<b>5.2.2.5</b> the percentage of broadcasting hours for the 07.00 – 19.00 period dedicated to:	
1. music programming	35
2. speech-based content	65
3. news and current affairs	20
4. advertising <sup>4</sup>	Less than 1
a) for the 07:00 -19.00 period	
b) total broadcast day	Less than 1
<b>5.2.2.6</b> the percentage of broadcasting hours for the total broadcast day dedicated to:	
1. music programming	45
2. speech based content	55
3. news and current affairs	15

<sup>4</sup> A maximum of 6 minutes advertising/ sponsorship per hour will apply (*BCI Policy on Community Radio Broadcasting*).



4. advertising <sup>5</sup>	Less than 1
a) for the 07:00 -19.00 period	
b) total broadcast day	Less than 1

**5.2.3 News:** Please set out the approach envisaged for news programming and in particular:

- a) the types of news to be broadcast (local, community etc.) and their relevance to the community;
- b) the sourcing of the various types of news;
- c) the number and duration of news bulletins and programmes (weekday and weekend).

RCB in recent years developed its approach to news and current affairs after a review of its programming in 2012. The station understood the importance of delivering news to the community with a unique approach and following that decision we have broadcast news daily with the exemption of weekends. News is broadcast at 1pm and 4pm daily.

The structure of the news is community, local and national as we believe this gives a unique and relevant resource to the community.

Our news bulletin always starts with the opening line... "Good afternoon West Clare this is your news, sports and weather on Radio Corca Baiscinn (RCB)", this gives the listener a sense of community objectives in the delivery of the news. We source our news by different means, local papers, social news relative to the community, commercial and national stories on commercial websites.

We broadcast the news including sports and weather for 6 mins twice daily

**5.2.4 Current Affairs:** Please set out the approach envisaged for current affairs programming and in particular:

- a) the format, duration and frequency of the such programmes (weekdays and weekends); and
- b) the relevance of these programmes to the community and how the same will contribute to the diversity of current affairs and/or programming available in the specified area.

Our current affairs programming is very important to our community representation as it is community based programming and highlights the community's successes, concerns and opens cause for discussion.

The radio station has had a current affairs theme to a daily programme called "Everything Goes" which was a 50-minute programme 5 days a week. Due to some volunteers finishing with the station staff found it difficult to continue with the production demands and lack of volunteers so we brought it back to 2 days a week and on a Wednesday developed and produced a special current affairs show called "Haven't got a clue" a light approach to local issues and an open debate style that would

<sup>5</sup> A maximum of 6 minutes advertising/ sponsorship per hour will apply (*BCI Policy on Community Radio Broadcasting*).



include members of the community in a panel type discussion with opportunity to text or call, this show includes interviews and content subject to West Clare.

"Everything goes" format is broadcast Tuesday's and Thursday's and covers local paper The Clare People on a Tuesday and The Clare Champion on a Thursday. This includes interviews with the reporters who wrote the headline stories subject to West Clare for more accuracy. Interviews with people included in the newspaper articles.

The current affairs show called "Haven't got a clue" is broadcast for 50 mins on a Wednesday and is a panel discussion with other stories not covered on the Tuesday papers. This is an open debate style format with community differences of opinion. This show only includes 1 to 2 national stories if it includes a nationwide expression of interest. This programme is broadcast once a week.

We were of the understanding through the BAI that sports show programming is also current affairs so we broadcast a sports show once a week for an hour that covers county games and GAA games relative to the community with local interviews, reporting and panel discussions.

We broadcast "Radio Beams", a current affairs programme that has a reporting style format. Dermot Hayes reports on community and voluntary organisations, local events and asks interviewees some of the difficult questions that the listener would like to hear so the programme is always transparent and unbiased. This is a pre-recorded programme and is broadcast Wednesday's and Friday's for a half an hour.

#### **5.2.5 Statutory News & Current Affairs Requirement:**

Please demonstrate with reference to 5.2.3 News and 5.2.4 Current Affairs above how the Applicant will comply with the statutory news and current affairs requirement (2 hours of broadcasting time between 07.00 – 19.00 and 20% across the total broadcast day).

We have maintained a consistent flow of current affairs programming to meet our statutory requirements in our obligations to news and current affairs programming by always delivering the news daily and in line with our schedule. Volunteers being trained are often trained to script and present the news. Each week day we broadcast a one-hour current affairs show. We also broadcast a mixture of 30-minute current affairs shows, that with the news, community diary we either meet or exceed the minimum on a daily basis.

#### **5.2.6 Sports:** Please set out the approach envisaged for sports programming and in particular:

a) the types of sports to be covered and their relevance to the community; and  
b) how the sports programming will add to the diversity of sports programming already available in the specified area.

a. RCB have a one-hour sports show that is broadcast every Monday which covers a huge range of sports. It covers local and national GAA, soccer and rugby as well as athletics, water sports, racing and more depending on the time of the year. On top of the weekly show we also regularly have live commentary through an outside broadcast on many local matches as this is of interest to the community we serve and tend to not be covered by commercial stations.

b. Our sport programming adds to the diversity of programming as we often cover matches and

sports that commercial stations do not. Although we do cover national sports we concentrate in local sports.

**5.2.7 Speech:** Please set out the approach to general or specialist speech-based programming that does not have news, current affairs or sport as its focus (arts, entertainment, culture, historic, education, minority interests etc). In particular, please detail:

- a) the format (documentary, magazine etc.), language, duration, content and frequency (weekly, monthly etc.) of such programmes; and
- b) the relevance of these programmes to the community and how the same will add to the diversity of speech and/or programming available in the specified area.

- a) We have a number of special interest shows on our station such as Pauline's Poems which is a 30-minute show where Pauline and guests recite their own poems as well as those from well-known poets and discuss what they believe the meaning of the poems are. Teddy's Corner is another 30-minute show that is aimed at children and includes a mixture of stories, rhymes and jokes. The Genealogy Show is self-explanatory, in this show the presenter discusses the different surnames that are/were prevalent in Clare and also gives the listeners ideas on how they can trace their ancestry. "Reflections" is a religious show that is broadcast on Sunday afternoons by the Brothers of Charity in Kilkee. The Word is a spiritual show that tries to promote emotional wellbeing. We also broadcast the Civic Trust lectures that are held locally over the summer months.

All of these shows generally following a basic format but do sometimes include panel discussions or outside recordings depending on the topics being covered.

- b) Once again these shows are relevant to our listeners as they are diverse, created by the people living in the community and usually highlighting local issues and events.

**5.2.8 Irish Culture:** Please indicate the amount and type of programming to be broadcast relating to Irish:

The majority of the station's programming is based on highlighting the locality and so the culture of the area. We cover a lot of the local festivals such as the Willy Clancy Festival, the Carrigaholt Oyster, the Doonbeg Drama Festival and the Dan Fury Festival as well as numerous smaller events throughout the year.

We have a regular hour long Irish show that goes out on a Wednesday evening but in the lead up to the Leaving Cert every year we broadcast special shows that are aimed at helping the students with their Irish Orals and Aurals.





**5.2.9 General and Specialist/Niche Music:** Please set out the proposed policy in respect of the music programming, in particular:

- a) the range and type of music proposed across the broadcast day with reference, where applicable, to genres, charts, origins and/or eras, providing the percentage to be represented by each type;
- b) the relevance of the music policy to the community and how the music programming will add to the diversity of music and/or programming available in the specified area:

Due to the fact that the station does not playlist so the music is provided by the presenters the selections is varied. The following types of music have shows that are dedicated specifically to them: classical, rock, dance, 50s & 60s, Irish Country, pop, folk and alternative.

We like to support local musicians as much as possible and are always willing to have them come into the station to highlight their talents. Often if someone from the station is attending a gig for a local group they will ask if they can record them and we will then play some of their music on air.

**5.2.10 Irish Music:** Please define the Irish music that will be aired and, as a percentage of total music output, the approximate amount of Irish music that will be played across the total broadcast day:

We play a lot of Irish music on the station as we like to highlight the huge variety of talent that is available here. We play a range from Thin Lizzy to Big Tom to lesser known artists such as Clare's very own Evan Murphy and Ian Moloney two up and coming young artists. Approx 40% of the music played on the station would be Irish as we have five shows a week that play exclusively Irish music and most of the other music shows would play at least 20% if not more.

**5.2.11 Promotion of Irish Talent:** Please detail how the proposed service will create new opportunities for Irish talent having regard to music, drama and entertainment through programming, production or sponsorships etc.:

We are always trying to promote the talent available here in Ireland, whether it is music or otherwise. As mentioned when staff and volunteers are out and about they often record what is happening. We often hold nights that showcase local talents and record it so that we can edit it and broadcast later in the weeks. We are also always open to having artists come to the studio and perform.

We have a Poetry show in which local amateur and professional poets can recite their own poems.

During the Doonbeg Drama Festival we try to bring in representatives of as many local drama groups as possible to speak about not only their entry for the current year but also how they became involved and what plans they have for the future.

Whenever the local schools have plays or concerts on we record them and air them.

**5.2.12 Purchase and Sale of broadcast material:** Please detail the proposed policy in relation to



the purchase and sale of broadcast material, both from other broadcast organisations and independent producers:

We do not buy or sell broadcast material but we do sometimes share shows with other community radio stations using the CRAOL program share facility.

**5.2.13 Other programming proposals:** If relevant, please describe any other programming proposals which are proposed to be carried on the service:

RCB actively pursue ideas for new programming. This happens naturally through programming committee meetings and also through training new volunteers to identify the programme's they would like to make whilst ensuring it is in keeping with the ethos of the station.

We currently have an application submitted to the BAI to produce a documentary centred around the annual CRAOL Féile and Achievement Award. The purpose of this documentary is to provide the community with further insight into the role community radio plays in the community. We believe this documentary will be of great interest to our listeners and will further entice prospective volunteers.

### 5.3 Programme Schedule

Please provide a typical weekly programme schedule setting out the proposed hours of broadcasting and details of programme content with explanatory notes as to how the programmes meet with the various commitments as outlined in the Programme Policy Statement and generally, the diversity of programming in the specified area:

*Please see Appendix 9 – Programme Schedule*

## 6. Studios and Transmission

### 6.1 Studios

**6.1.1** Please provide a detailed scaled drawing of the studio area together with an overall plan of the studio and office complex that is proposed:

*Please See Appendix 10 – Studio Drawings*

**6.1.2** Please provide the proposed location (including the name and address) and total floor area available. In cases where it is proposed to locate on a number of floors or in separate buildings, please specify the floor area of each section:

Our current building is the proposed location – Kilkee Community Centre, Circular Road, Kilkee, Co. Clare. The total floor area is 964 square meters. Our temporary studio on the ground floor is 178 square meters.

**6.1.3** Please provide a detailed description of the proposed building including details of its construction, age of building, permitted classes of use, level of access to people with disabilities and why in the Applicant's view it is suitable for use as a radio studio and/or office location.

Our current building is the proposed location. This is the Community Centre in Kilkee, Co. Clare. Established in 1997 with lift access to the 1<sup>st</sup> floor and split-level floors to rear. The radio station is located on the first floor at the end of the corridor. There are double fire doors along the corridor and double doors into the station office. The inner control room illustrated in the diagram has wide door and space for one wheelchair and manoeuvre.

The temporary studio is at ground level and maintains the same level of unhindered access and comfortably achieves required accessibility specifications.

The main sound studio has required space for wheelchair user and manoeuvrability with both studios and control room meeting access requirements.

The studio has been fully operational since 1999 and has passed the BAI technical inspection. *Please see Appendix 11 – Technical Audit Results*

Other tenants include Diarmuid Keane Architects and Surveyors, Cois Fharraige Injury Clinic, Ros's Barbers, Brothers of Charity. It is also a meeting hall and community hall for bingo, Kilkee Amphitheatre, Pilates and other community organisations.

As stated the studio is located on the first floor of the Community Centre. The total area is 964 meters squared. Within the station there is a work area with administration, training, production desks, there is a separate managers office, the technician office and a tea/coffee making area. Separate to that there is the control room and main studio.

**6.1.4** Please provide a detailed drawing that includes the dimensions of the proposed studios, technical facilities, news, office and administration areas. In particular, details of the manner by which it is proposed to construct the studios, together with the acoustic treatments are required.

*Please note that the studio layout, equipment and studio worktop heights should be so designed to facilitate full access and use by all without the need for temporary structures. The drawing should include an overlay of all studio and office furniture and include the dimensions of all door openings,*



*corridor widths and circulation and movements areas around studio and office furniture. The drawings should clearly demonstrate compliance and understanding of building regulations, in particular Part M and the NDA Buildings for Everyone Guidelines. In particular, studios must be designed and built to meet the studio circulation requirements set out in Annex 1.*

*Please See Appendix 10 – Studio Drawings*

We propose to use our existing studio.

Reception – reception desk, telephone, computer, shredder, sign in book. Notice Board.

Main Office: 9 work stations, 2 printers, photocopier, radio, scanner, filing, volunteer information packs, display of programme schedule, studio booking schedule, network attached server, network switch, router and radio.

Managers Office: Laptop with Jaws software (for visual impairment), filing cabinet (Secure area), desk, chairs, radio and telephone exchange (ISDN Line).

Studios: Desk, X 4 mics, X 4 headphones, monitor, headphone amplifier, heater. The studio are insulated cavity walls with carpeted walls for acoustic purposes.

Control Room: 1 Recording Computer, 1 Playlist Computer, CD/USB Player, microphone amplifier, mini disc player, Tieline (for Outside Broadcasts), 1 microphone, 1 telephone interface, mobile phone for text line, 1 network switch, 1 turntable, 1 sound desk.

TX room: Transmitter, logging computer, compressor/gate.

Technical Room: Technician laptop, station laptop, all OB Equipment (Sound Desk, leads, connectors, mics, PA system, 2 speakers, speaker stands, headphones, Tieline Sister Unit). Handheld Recorders.

Our worktop heights in the main office are in line to facilitate full access with work station desks measuring 740mm.

**6.1.5** Please provide outlines of the proposed heating, ventilation and standby power plant and where such equipment is to be located:

Heating is stand-alone electric heaters. The Enclosure is ventilated with an external fan. The standby power is a medium sized UPS.



**6.1.6** Please provide details of the security mechanisms proposed to guard against unauthorised access to the on-air studios:

The main studio has double locks which only authorised staff have access to. Our technician's room which holds much of our technical equipment including our outside broadcast equipment is locked with only one staff member and our station manager having access. The studios have an attendance policy in place during the opening hours, with minimum two staff members present at any one time.

**6.1.7** Please provide an itemised list, including costs, for the purchase and installation of studio and broadcast related technical equipment:

RCB are already in operation and have the required equipment for broadcast in place.

Below are the current value of equipment allowing for depreciation:

Equipment	Amount
Transmitter FM05/FM50	1,875
RDS Encoder:	750
Directional Coupler x 2:	750
Feeder Cable:	300
Standby power UPS:	300
Installation of above:	750
Transmitter TX600	1,875
Band Pass Filter x 2	2,250
Radio Links	75
Antenna Filter:	75
Antenna Support Structure:	225
<b>Total:</b>	<b>4,350</b>

**6.1.8** Please provide a list of the itemised costs for building refurbishment, studio construction, office fixtures, fittings and IT:

RCB do not envisage any costs at this time as all equipment, fittings studios are in place.

**6.1.9** In cases where an applicant proposes to use existing studios, office or computer equipment or buildings, please specify the age of the equipment / facilities proposed, the life expectancy of the equipment and the plan to replace and refurbish such equipment / facilities during the lifetime of any new contract, in addition to all the information requested above:

We have nine PC computers varies in age up to 8 years old, these are well maintained by our in-house technician and remain fully functional to meet our teaching requirements and daily operational requirements. The computers run the software we require comprehensively and no immediate

hardware upgrades are required. Small outlay of failed hardware is adequately covered by our fundraising capacity.

**6.1.10** Please set out how community access will be promoted and facilitated in the various aspects of the service, for example, the location of, and accessibility to, studios<sup>6</sup>:

Centre of Kilkee prominent location, lift, disabled accessibility, easy parking, disabled parking.

**Location of Studio:**

RCB is located in the Community Centre in the heart of Kilkee. It is a prime location and is used for many other community centred programmes. There is parking to the front of the building and wheelchair access is provided. Evidence of this is that 3 of our volunteers require the use of a wheelchair. Our floor space meets the necessary health and safety regulations, this is of utmost importance as one of our volunteers and the Station Manager are visually impaired.

RCB encountered a situation where as we have 3 volunteers who require the use of a wheelchair. We currently have one Evac Chair to use in the event of a fire. This meant that at any one time only one wheelchair user could be in the studio offices at any one time. As a result and in order to comply with Health and Safety Regulations, we set up a temporary studio on the Ground Floor so that the volunteers recording would not be disrupted and would not be excluded due to their disability and the logistics of the space we have.

RCB have regularly performed Outside Broadcasts as stated previously, our equipment is portable in order to facilitate this and staff are trained in the use of the equipment.

*Note: No guarantee is given that studio premises currently in use by a sound broadcasting contractor will be approved for use under any new contract. In proposing premises, applicants must strictly adhere to the requirements set out in this section.*

*Applicants should submit the details as requested under this section for studio information for any proposed additional opt-out studios.*

## 6.2 Transmission

**6.2.1** Please set out the rationale for the proposed transmission plan that includes (i) a general description of the proposed coverage area, (ii) the mechanisms by which overspill coverage is minimised into areas outside of the proposed franchise area, and (iii) identifies any areas that may receive marginal or unsatisfactory reception.

*The BAI currently permits the use of two transmission sites for the service and envisages the use of 92.5MHz at Kilkee and 94.8MHz at Kilrush, with ERPs of 25 and 250W per polarization respectively.*

<sup>6</sup> The community's involvement in ownership and control and programming should be addressed in those sections of the application.



*Transmission proposals may be based on the use of alternative transmission sites. However, applicants should note that alternative transmission locations may require co-ordination with neighbouring countries and/or additional restrictions to protect existing or planned radio services.*

*The proposed franchise area is South West Clare, specifically the area of the Loop Head peninsula, West of Kilrush and Doonbeg.*

*Applicants should therefore ensure that their transmission proposals are confined to this franchise area. The BAI will assess the technical characteristics provided and will specify the transmitter powers and antenna pattern of the agreed transmission site(s) to ensure that coverage is limited to the area of South West Clare.*

The Kilkee low power transmitter provides off-air stream for the main Kilrush transmitter, The ERP of 19w covers the link to and also helps with fill transmission coverage in immediate area of Kilkee, and reaches Doonbeg area, this area currently has patchy reception area, suffering from broadcast shadows from

Overspill - We use directional vertical dipole antenna for coverage of the main franchised area, that of Loop Head.

**6.2.2** Please provide a table of the main technical characteristics of the proposed main transmitter station in the following format:-

Site Name	Site Coordinates	Site Height ASL	Antenna Height AGL	ERP per pol	Antenna Restrictions Proposed

The site coordinates must be provided in either:

- Metric format, i.e. Eastings and Northings. These can be easily determined from a 1:50000 scale map.
- Latitude/Longitude format. These must be provided in Degrees, Minutes and Seconds, e.g. 52° 14' 56" North, 7° 45' 34" West.

	Site Name	Site Coordinates	Site Height ASL	Antenna Height AGL	ERP per pol	Antenna Restrictions Proposed	
	Kilkee	E88809 N159712  IQ888597	25M	15M	Vertical  222W Measured	None	
	Kilrush	E98801	54M	15M			





	N155815 IQ988558			Vertical  19W Measured	None
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**6.2.3** Please outline the status of negotiations or provide written confirmation from the owner and/or operator of the transmission facility that is proposed.

*Please See Appendix 12*

**6.2.4** Please provide the following additional information:

- (a) The details and type of antenna system that is required to meet the radiation pattern proposed for the transmitter station.
- (b) Details of the band pass filter / combiner system and directional coupler proposed to ensure compliance with the licence terms.
- (c) Details of the audio feed from the studio to the transmitter.
- (d) Confirm if an emergency backup generator or other standby power supply will be provided for use by the applicant at the transmission facility.
- (e) A letter of consent from the transmission site owner / operator.
- (f) In cases where the applicant group proposes to locate on or in close proximity to an existing mast, information regarding the owner and principal users of said mast is required.
- (g) Please indicate if a planning application has been made and/or approved for the transmission facility.

a) A Directional Vertical Dipole is used (P1N) on both main transmitter and fill in / uplink sites.

b) Details of the band pass filter / combiner system and directional coupler proposed to ensure compliance with the licence terms.

**Kilkee** 92.5fm - Directional Coupler - Deltameccanica FM-Radio Band II 100W Band Pass Filter-triple cavity.

**Kilrush** 94.8fm - Using band pass filter - Deltameccanica FM-Radio Band II 300W Band Pass Filter-triple cavity 94.8fm.

Directional couplers installed at both transmitter sites.

c) Details of the audio feed from the studio to the transmitter.

CD Player, Playlist computer, Studio Desk - standalone Audio Compressor - 50w rated uplink transmitter – Vertical Dipole.

The uplink is received at Kilrush site – Aerial - Notch Filter – Receiver MPX encoder – RDS Encoder – Transmitter – Coupler - Band Pass Filters - Vertical Dipole.

- d) Medium UPS Emergency Power Backup unit provides short term power.
- e) Letter of consent see appendix 12
- f) There is no other aerial or transmitter in the local vicinity of either of our transmitter sites.
- g) N/A

**6.2.5** Please provide a computer predicted coverage plot of the coverage that can be achieved using the proposed transmission characteristics, superimposed on a suitable map, in the application in an A4 or A3 format and as a high resolution image file in an electronic format on an accompanying CD or memory stick.

The level of coverage should be clearly demonstrated by using a suitable colour palette that is based on an incremental step of between 3 and 6dBµV/m. The prediction model, clutter attenuation, resolution of the terrain database, height of the receive antenna above ground and the consequential minimum signal level required for stereo reception in urban and rural areas must be provided.

*Please see appendix 13 – Map of Transmission Area*

**6.2.6** Please provide a description and diagram of the link network that includes an indication of the level of protection or back-up systems that will be deployed. The total capital cost and associated annual charges should be provided.

Kilrush Site: 50w rated uplink transmitter – Vertical Dipole.

Kilkee Site: Fill in/uplink is received at Kilrush site through a tuner the signal is MPX encoded and RDS added then retransmitted.

At Kilrush a UPS is provided for short term power backup.

There are no capital costs as these are already in place. There is no annual cost for the Antenna in Kilrush. The Antenna in Kilkee including electricity is included in our rental costs.

*See Appendix 14*

**6.2.7** Please provide Itemised capital costs for the proposed transmission equipment including VHF transmitters, receivers, RDS encoders, band pass filters, directional couplers, feeder cable and

antenna system, modulation limiter, radio links, building, heating, ventilation, standby power plant, antenna support structure and installation of all of the above. In cases where an existing transmission company is providing facilities, the capital and annual cost and details of the level of equipment and service is required. In cases where an applicant proposes to use existing transmission equipment, the age of the equipment proposed to be used, the life expectancy of the equipment and a plan, that includes costs, to replace and refurbish such equipment during the lifetime of any new contract must be provided.

We will be using the existing broadcast equipment.

Total Capital Costs:

All below equipment is up to 11 years old. With Directional coupler being more recent at 1-year old.

Equipment	Amount
Transmitter FM05/FM50	1,875
RDS Encoder:	750
Directional Coupler x 2:	750
Feeder Cable:	300
Standby power UPS:	300
Installation of above:	750
Transmitter TX600	1,875
Band Pass Filter x 2	2,250
Radio Links	75
Antenna Filter:	75
Antenna Support Structure:	225
<b>Total:</b>	<b>4,350</b>

The Transmitter at Kilkee is allowed as part of the studio rent

The transmitter site at Kilrush is given to us at no charge by the site owner.

**6.2.8 Please provide details of the technical expertise available to the applicant group.**

Steven Addy – Station technician

Michael Cody, Mast and Antenna Installation engineer, Michael Cody Communications Limited Kilrush, Co. Clare.

Ronan O'Connor, Broadcast Services, Broadcast engineer. Caherconlish, County Limerick.

Sean Power and Staff at BTS, Unit 9, Bluebell business Park, Old Naas Road, Dublin 12, Ireland.

*Note:*



*The BAI is not bound to accept any aspect of a transmission proposal and it is open to the BAI and ComReg to require alterations to any part of the transmission plan as part of contract negotiations with any successful applicant.*

*Care should be taken in selecting transmitter locations, particularly in urban areas, to avoid de-sensitising domestic receivers in the immediate area. Transmitters should therefore be located on elevated positions away from residential areas.*

*All VHF-FM transmitter installations must conform to the technical conditions set out in ComReg Technical document 12/04a which is available on ComReg's website, [www.comreg.ie](http://www.comreg.ie)*



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## **7. Market Analysis, Financial and Business Plan**

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### **7.1 Overall Financial Strategy**

Please detail the proposed financial strategy over the first three- to five- year period. The strategy must detail how the Applicant proposes to meet all pre-operational and subsequent funding requirements:

Raidió Corca Baiscinn has been part of the CSP programme since 2008. RCB have been awarded funding until 2019 for a Station Manager Position and 4 FTE's at which time it will be reviewed again. As outlined earlier RCB are also partnered with the Community Employment Scheme through Doonbeg Community Development and with the Tús Scheme through Clare Local Development Company. This not only provides employment, training and development to the participants of these schemes but also ensures that we have the staff in place to meet all of our aims and objectives.

In 2014 RCB were aware that we are in a difficult financial position and the sustainability of the station was at risk. As a result, we did a full review of incomings and outgoings in several key areas for example staffing costs, utilities costs, historical loans etc. As shown our annual accounts for 2016 RCB incurred a loss of only €270 compared to a loss of €26,000 in 2015. We now look forward to growth in 2017 and beyond.

To ensure this RCB will focus on the following key areas:

**Sound and Vision Contracts**

While we understand these are not guaranteed RCB has had a high success rate throughout the years with Sound and Vision Projects. Our focus has been to submit fewer applications but each application being a large project rather than submitting a higher number of applications but with less content. This provides income generation whilst at the same time not putting a drain on our administration and production team. We find this to be more productive and cost effective. So far in 2017 RCB have been awarded 3 out of 3 applications in 2017 and we continue to learn with each application round to ensure success.

**CRAOL Projects**

RCB consistently utilize opportunities to increase funding through CRAOL led initiatives. For example, we have been successful in receiving funding from the Community Foundation of Ireland through CRAOL to run a QQI Level 3 Course in Media Expression focusing on Human Rights for members of the travelling community. This will be run in 2017 and we continue to seek out any similar projects.

**Grants**

We are continuously research possible grants available to us. For example, we are in the process of applying to the Clare Local Development Company for grant assistance through the Leader Grant. We are also currently looking into obtaining Charitable Status in order to be accepted for other philanthropy grants.

**Fundraising**

RCB has a part time Fundraising, Marketing and PR Coordinator and just recently appointed a part time Fundraising, Marketing and PR assistant. A large focus for the next 3 years is to increase our revenue in these areas. Fundraising can be difficult in our area due to the local social and economic climate. South West Clare has been designated a disadvantaged area and therefore income through fundraising can be difficult. To maximise the potential in this area we have adopted a two-tier approach. We are focusing on hosting one large local fundraising event every quarter to maximise the fundraising potential. At the same time, we are focusing on increasing our presence in the community, educating more members of the community and local community groups on who we are and what we



do. We are also increasing our social media presence and are looking at other marketing potential to both reach more people in the community and to increase participation in fundraising events. This will also encourage new volunteers and members this increasing our membership income. We also continue to reach out to local businesses for advertising and sponsorship to increase income in this area.

#### **Studio Rental and Voiceovers**

In this area, we are reaching out to any potential organisations or companies who wish to use our studio facilities for any adhoc projects. For example, we have been successfully contracted by a Tourism company to complete audio bus tours to produce, record and edit audio for bus tours in the Co. Clare area.

RCB are continuously thinking outside the box and looking at ways where we can generate income in any area.

#### **Doonbeg Community Development Ltd**

As we are partnered with Doonbeg Community Development Ltd through the Community Employment Scheme we receive a financial contribution in our running costs. These funds are put towards administration and the technical equipment such as mics, sound equipment etc.

### **7.2 Investment Proposal**

Please provide details of the total funding requirements, and how these will be met, completing Tables A and B

Table A – Funding	€
Share Capital / Members' Subscriptions	€
Medium / Long-term Borrowing	€5000
Leasing / HP Facilities (capital value)	€0
Grants (CSP, Leader)	€117,000
Fundraising	€8000
Bank Overdraft	As required
Other BAI Sound & Vision	€22800
Training (e.g. CFI Course)	€3500
Other (please specify)	€
<b>Total</b>	<b>€156,300</b>
Table B - Expenditure	€
Capital Expenditures (including capital value of leases)	€N/A
Other Pre-Operational Expenditure	€N/A
Working Capital (at on-air date)	€N/A
<b>Total</b>	<b>€</b>



### **7.3 Sources of Funding and Expenditure.**

**7.3.1** Please detail the strategies for generating revenue from the various sources of funding outlined in Table A:

Raidió Corca Baiscinn was established in 1997 and we are currently broadcasting, and all necessary equipment, staff and facilities are in place.

RCB have a medium-term loan which will be completed in October 2018. RCB receive funding through the CSP programme and as outlined in the previous section we will also be generating income through BAI Sound & Vision Applications, CROAL led training projects, Fundraising & Membership, studio rental and editing and through other grants that may for example Leader funding. RCB are also looking into the possibility of retaining charitable status which will enable us to apply for further grants where a charity number is required.

**7.3.2** In respect of proposed or existing borrowings:

- a) The amount, type and duration of the facility;
- b) The drawdown schedule;
- c) Any security or guarantee required in support of the facility;
- d) Principal covenants / Condition precedent;
- e) Warranties / undertakings in the event of default;
- f) The timeframe for putting the facilities in place.

RCB has one medium term loan which will be completed in 2018.

**7.3.3** Please specify the amount of funding which will be put in place prior to contract, prior to launch and after the launch of the service:

RCB has been part of the Community Services Programme through Pobal and have been accepted up until 2019 when it will be reviewed again. RCB are currently in the process of signing contracts for 3 successful Sound & Vision Applications of which 60% of the funding will be received in August of 2017 to the amount of €8,539.20. These projects will be finished within 12-14 months at which point we will receive the further 40% of funding in 2018 which will result in income of €5,692.80. In addition to the successful contracts in Round 28 we also have existing projects that are due to be completed across 2017 resulting in a further €5,393 in income. RCB will also receive a further €2800 on completion of the CFI QQI course which we are running in August of 2017. These coupled with our further grant applications and our fundraising initiatives further increase the income available to us.

*See Appendix 15 – Sound and Vision Contracts*

**7.3.4** Please outline the proportion of capital expenditure provision that has been allocated to transmission, studio buildings, studio equipment, office fit out and other costs:

RCB has been in existence since 2009 and therefore we do not foresee any major capital expenditure. We are committed to investing in the improvement in our transmission equipment in the future.



#### 7.4 Financial Projections

*The information for subsections 7.4.1, 7.4.2 and 7.4.3 should be provided in an annex to the application and be clearly marked.*

**Please provide in such a financial annex:**

**7.4.1** detailed projected income and expenditure accounts for the first three years clearly identifying the various sources of revenue (e.g. advertising, sponsorship, fundraising, grants etc.)<sup>7</sup> and expenditure by the area of operation or activity (staffing, programming etc.)<sup>8</sup>;

**7.4.2** projected balance sheets for the first three years;

**7.4.3** projected monthly cash-flow statements showing gross inflows and outflows for the first three years.

*Appendix 16 (Please keep confidential)*

*Appendix 17 (Please keep confidential)*

*Appendix 18 (Please keep confidential)*

**7.4.4** Please provide a full listing of the underlying assumptions on which the financial projections are based, relating such assumptions clearly to other sections of the application:

RCB's projections are based on the income and expenditure of the last 3 years. The reason for this is due to the savings we have made across 2015 and 2016 which we fully expect to continue. That coupled with the income and savings we made 2016 and the fact that we are currently meeting our targets for projections in 2017 we feel that this will be continued and growth will be seen in the coming years. Following the Income Generation Workshop attended at the 2017 Féile RCB are currently reassessing our approach to potential sponsors and advertisers to maximise the opportunities in this area to increase income.

**7.4.5** Please provide the measures that will be taken if the financial projections are not achieved (e.g. to address a deficit or increased borrowings over the term of the contract):

*Please See Appendix 19*

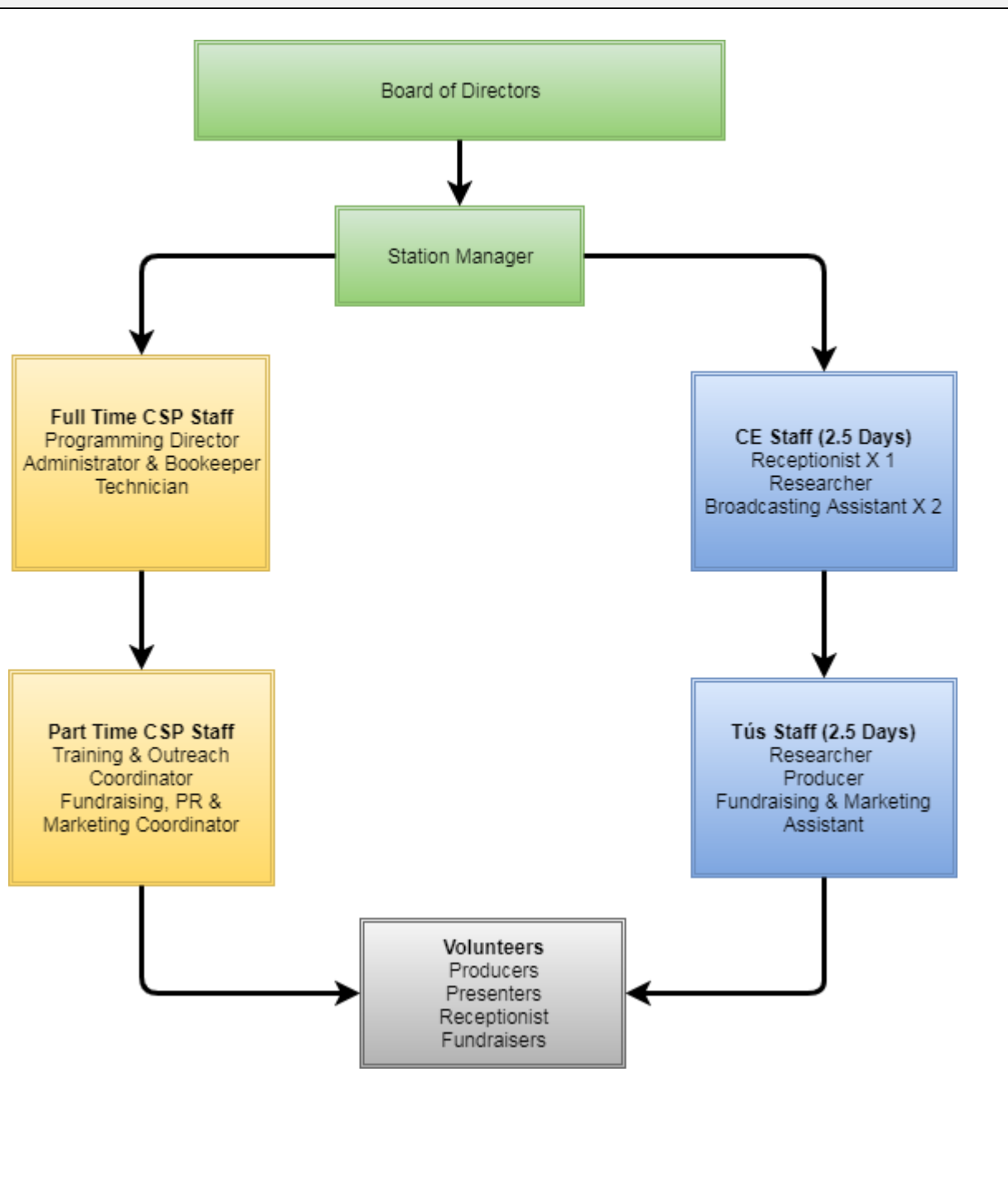
RCB have a reserves fund and we are committed to increasing this in line with our Reserves Fund Policy. We also if necessary can retain a line of credit from our bank however we do not envisage this.

<sup>7</sup> Applicants should note that no more than 50% of income may be secured from commercial activity (BCI Policy on Community Radio Broadcasting).

<sup>8</sup> Expenditure projections must include the BAI levy.

## 7.5 Staffing matters

**7.5.1** Please set out the proposed staffing structure in diagrammatic form, clearly indicating the number and categories of staff employed for the operation of the proposed service and the basis of their employment (e.g. full-time, part-time and whether paid or on an unpaid / volunteer basis:



**7.5.2** Please set out the Applicant's proposals for involvement in and of, and ensuring accountability to,



the community:

The board of RCB consists of active members of the community of South West Clare which we serve. RCB's members elect the board at its AGM. RCB promotes an open door policy and members of the community are welcome and regularly come into the station. As we are located within a Community Centre where there are other community initiatives taking place this also attracts people into the station.

RCB regularly communicates with our volunteers and regularly attends and participates in local events including conducting outside broadcasts or recording events, conducting interviews further ensuring our involvement in the community. RCB holds open days on national Community Radio Day inviting the community into the station.

RCB advertises through our website, social media platforms, local newsletters, local newspapers. RCB also invites all members and encourages new membership through these mediums. We also invited members to the AGM as outlined in our Articles of Association. RCB has been part of the community since 1999 and is well known and valued by our community.

## 7.6 Paid Staff

**7.6.1** Please provide details of the proposed salary level for each full-time and part-time post identified under 7.5.1 above:

RCB employs a number of people through the CE and Tús schemes, these employees are paid directly from the Department of Social Protection. As outlined previously RCB also employs a number of staff through the Community Services Programme.

Rates of pay are as follows:

Position	Hourly Rate
Station Manager	██████
Administrator	██████
Programme Director	██████
Technician	██████
Training & Outreach Coordinator	██████
Fundraising, Marketing & PR Coordinator	██████

Hourly rate is a combination of CSP funding and a top up contribution from RCB. CSP provides ██████ for the station manager (the station manager does not receive a top up in her salary), ██████ is contributed to each FTE. Employer PRSI must be taken out of this funding also.

**7.6.2** Please provide details of the Applicant's proposals in relation to the sourcing and recruitment of paid staff:

RCB is an equal opportunities employer. We advertise our vacancies through our website, Social

Media, CRAOL, regional and local press and through online recruitment sites. Interview panels include the Station Manager at least one Board Member.

**7.6.3** Please provide details of the Applicant's industrial relations policy, including its policy on recognising trade union membership:

*Please See Appendix 3*

**7.6.4** Please provide details of the Applicant's proposed policies in relation to staff remuneration and benefits, including pension and insurance schemes etc.:

RCB has a number of CE & Tús schemes in place and as such these employee's whose remuneration and benefits fall under the Department of Social Protection.

RCB has a number of CSP staffing in place. RCB are partnered with AIB for pension schemes and will facilitate deductions for these schemes upon request from the employee.

RCB has Employee and Public Liability Insurance in place with Glennon Insurance Ltd.

**7.6.5** Please provide details of the Applicant's proposals for staff training and development, including the proposed annual budget:

RCB strongly encourage all staff to seek out both in house and outside training. We have regularly participated in CRAOL, Pobal and CLDC led training. We attend the annual Féile and Achievement Awards and ensure we attend as much training workshops as possible. Staff are also welcome to attend the QQI Level 3 Media Expression Courses when we run them in house, they can then go on to do Level 4 we are hoping by 2018 we will be able to provide QQI Level 5 in Media Expression. Our Training and Outreach Coordinator is qualified to deliver this training.

RCB also have built excellent relationships with Doonbeg Community Development, CLDC and the National Learning Network where we have trained many participants who come to us through the CE and Tús Schemes.

The culture within the station is a knowledge and skills sharing environment where staff members will share information and skills in different areas. For example, one staff member is qualified in Digital Marketing, the skills in these roles have been imparted onto other staff members in the office.

**7.6.6** Please provide details of any other employment support or training schemes and information on any arrangements entered into or commitments provided or received under such schemes:

RCB have built partnerships with Doonbeg Community Development, Clare Local Development Company where we have a number of staff employed to either Tús or CE Schemes. More recently we have begun working with the National Learning Network of Ireland where we provide work experience to individuals that may benefit from working in the station. These are in all areas including production, presenting, scripting, administration etc.

**7.6.7** Please provide details of the Applicant's proposals or policies, if any, for the involvement or representation of paid staff in the ownership, control and/or management of the applicant (e.g. membership of the Executive Organ, Subcommittees etc.):



Each subcommittee as outlined previously has at least one staff member. The staff are also represented at a board level through the managers' report. Staff also have the opportunity to raise any issues at the weekly Staff Meeting which are recorded and minutes are circulated. Staff can also become members of the station and all have a right to attend the AGM. That set all rules set out in our Articles of Association apply.

## 7.7 Volunteers

### 7.7.1 Please provide details of the number of volunteers required to operate the service proposed:

RCB have 75 + volunteers who assist in the running of the station and the production of our radio content.

*Please see appendix 5 – Volunteer List*

### 7.7.2 Please provide details of the Applicant's strategies for sourcing and recruiting volunteers over the term of the contract:

RCB have employed a part time Volunteer, Training & Outreach coordinator. The role of the coordinator is to reach out to our different target groups in order to increase our volunteer base. Volunteers are also recruited through our presence in the community, fundraising events, social media, local newsletters, local and regional print media and through word of mouth.

### 7.7.3 Please provide details of the Applicant's proposals for involving volunteers in all areas of operation of the service (e.g. programme planning, production, presentation, fundraising etc.):

As stated previously RCB are in the process of recruiting more volunteers on to our Programming and Fundraising subcommittees this will give our volunteers input into these areas. We also utilize our volunteers for our Sound & Vision Projects which gives them an insight into how the projects are planned and produced.

Our volunteers are trained on all production equipment including recorders, the control desk etc. Many of our long-term volunteers are able to record and produce their own shows. Our volunteers can sign out our recorders to go out to the community and record segments for their shows. Volunteers have also assisted in setting up for Outside Broadcast and have assisted our Technician in setting up and producing the outside broadcasts.

Volunteers are also involved in our fundraising events and provide assistance at these events and with any special events such as National Community Radio Day, OB's of Sporting events etc.

### 7.7.4 Please provide details of the Applicant's proposals or policies, if any, for the involvement or representation of volunteers in the ownership, control or management of the applicant (e.g. membership of the Executive Organ, Subcommittees etc.):

Our volunteers have the right to put themselves forward to be on the Board. They are notified and encouraged to attend AGM's. More recently we adopted the policy where any new volunteers have



the option of automatically becoming volunteers once they pay the annual members fee.

As stated previously we are actively seeking participation of volunteers on our Sub Committee's.

**7.7.5** Please provide details of the Applicant's proposals for the training, support and development of volunteers, including the proposed annual budget:

Our Volunteer, Training & Outreach coordinator provides in house training for all volunteers before they go on air. The Volunteer, Training & Outreach Coordinator as well as all staff members are also available to provide support at any point in their shows. Volunteers can also continue on to achieve the QQI Level 3 and 4 in Media Expression and we aim to have this increased to Level 5 in 2018. Volunteers are also informed of the annual CRAOL Féile and Achievement Awards and depending on numbers are invited to attend in order to avail of the many workshops provided. Volunteers are also encouraged to inform us of any training requirements they feel would benefit them and we will facilitate where possible.

**7.7.6** Please provide details of any other employment support or training schemes and information on any arrangements entered into or commitments provided or received under such schemes:

As outlined in section 7.6.6 we continue to provide employment under the Community Employment Scheme and the Tús scheme. See section 7.6.6 for further information.

## 8. Proposed Commencement of Broadcasting

### 8.1 Readiness date

Please indicate the commencement date envisaged for the service:

Raidió Corca Baiscinn is currently broadcasting and will continue to broadcast should we be awarded our licence. Our current licence is due to expire on the 31<sup>st</sup> of July 2018.

### 8.2 Critical Path Analysis

Please identify all actions and decisions and their timescale that the applicant must carry out from the time of the award of the community sound broadcasting contract to the on-air date:

Not Applicable



## Annex 1: Studios

### Studio Circulation Requirements

Figure 2 shows the important dimensions for accessibility purposes in a typical studio. The minimum and recommended values of A, B & C are as follows.

The minimum values of A & B are 750mm.

A & B should be at least 1.2m.

If either A or B are less than 1.2m then a 1.5m turning circle is required at the presenter's position behind the desk.

The minimum value of C is 1.2m.

Ideally there should be a 1.5m turning circle in front of the desk.

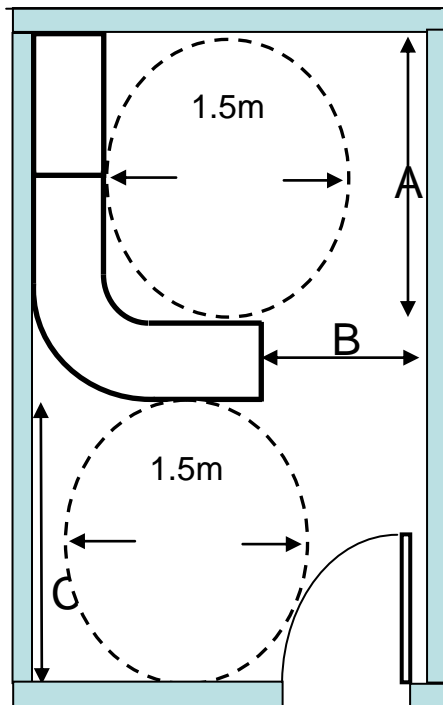


Figure 2: Studio circulation requirements



**The Broadcasting Authority of Ireland**

2-5 Warrington Place

Dublin D02 XP29.

Telephone: 01 644 1200

Fax: 01 644 1299

Email: [info@bai.ie](mailto:info@bai.ie)

Website: [www.bai.ie](http://www.bai.ie)



**Appendix**

Appendix 1 .....	Articles of Association
Appendix 2 .....	Volunteers/Members List
Appendix 3 .....	Employee Handbook
Appendix 4 .....	Sample Employee Contract
Appendix 5 .....	Voices on Air Data
Appendix 6 .....	Website Traffic Statistics
Appendix 7 .....	Pobal Area Map
Appendix 8 .....	CE and Tús Testimonials
Appendix 9 .....	Programme Schedule
Appendix 10 .....	Studio Drawings
Appendix 11 .....	Technical Audit
Appendix 12 .....	Letter of Consent
Appendix 13 .....	Coverage Maps
Appendix 14 .....	Link Network Diagram
Appendix 15 .....	Sound and Vision Contracts
Appendix 16 .....	Projected Income and Expenditure
Appendix 17 .....	Balance Sheets
Appendix 18 .....	Monthly Cash Flow Statements
Appendix 19 .....	Reserves Policy



Appendix 1 - Articles of Association

COMPANIES ACTS, 1963 to 2005

COMPANY LIMITED BY GUARANTEE

MEMORANDUM OF ASSOCIATION

OF

South West Clare Community Radio Limited.

3101745

FEB 2008

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1. The name of the company (hereafter called 'the Company') is 'South West Clare Community Radio Limited'.

2. The objects for which the Company is established are:

(a) To carry on in the South West Clare area (which area is more specifically defined in the Articles of Association of the Company) the business of a community radio station in accordance with the AMARC Community radio charter for Europe\* and the business of radio broadcasting, producing programming, recording and otherwise dealing in radio programmes.

(b) To commission and employ persons to prepare, write, compose, produce, broadcast, adapt or arrange radio programmes, documentaries, plays, scenarios, sketches, songs, music and related compositions and to enter into agreement with authors, composers and lyric writers or other persons for the right to such compositions and for their production and broadcasting in the South West Clare area.

(c) To engage, provide and employ agents in the engaging, providing and employing of presenters, researchers, artistes, actors, singers, variety performers, personalities, lecturers, instructors, entertainers and any other persons or companies in connection with the production, transmission and performance of radio programmes.

(d) To acquire and dispose of copyrights, licences and any other rights or interests in any literary, dramatic or musical work, and poem, song, composition, (musical or otherwise) radio script

\* See Appendix 1



or radio programme and to print publish or cause to be printed, published, produced or broadcast anything of which the company has a copyright or right to print, publish, produce or broadcast and to sell distribute with any matter so printed, published or broadcast and to grant licences or rights in respect of any property of the company to any other person, firm or company.

- (e) To promote the right to communicate, assist the free flow of information and opinions, encourage creative expressions and to contribute to the democratic process and a pluralist society.
- (f) To provide access to training production and distribution facilities: encourage local creative talent and foster local traditions: and provide programmes for the benefit, entertainment education and development of their listeners.
- (g) To seek to have the ownership of the company representative of local geographically recognised communities or of communities of common interest, to seek to be editorially independent of Government, commercial and religious institutions and political parties in determining programmes policy and to provide a right of access to minorities and to the marginalised and to promote and protect cultural and linguistic diversity.
- (h) To contribute and make subscription to and to enter into any arrangement for co-operation or reciprocal concession with any person, local authority, company, body, association, for the purpose of advancing directly or indirectly any object of or any business carried on or intended to be carried on by the company.
- (i) To carry on any business or promote any activity which may seem to the company calculated directly or indirectly to assist or advance its objects.
- (j) To take over purchase, lease, exchange, hire or otherwise acquire any real leasehold or personal property, and to sell, lease, mortgage, exchange, dispose of or otherwise deal with or turn to account any real leasehold or personal property of the company, and to construct maintain re-build and alter any houses, buildings or works necessary or convenient for the purposes of the company.
- (k) To engage in any kind of publicity for the purpose of fostering the objects of the company, including the holding of competitions, giving of prizes and the promotion of the Company's radio station.
- (l) To receive donations, contributions, grants, subscriptions and bequests, to promote the objects of the company, and to hold funds in trust for the same and generally to manage, invest and expend all properties and monies belonging to the company.



- (m) To print, publish and distribute and arrange for the printing, publication and distributing of any literature, newspapers, periodical, book pamphlets or leaflets, as the company may think fit.
- (n) To promote, commence or oppose any proceedings or applications as may seem calculated directly or indirectly to advance, appertain to or prejudice the interests of the Company.
- (o) To employ such personnel as the Company may think desirable or necessary for the furtherance of its objects.
- (p) To accept any trust whether subject to special conditions or not, in conformity with or in furtherance of any of the objects of the company.
- (q) To borrow and raise monies in such a manner and on such terms as the Company may think fit, and to give guarantees for persons, companies, or other associations or bodies calculated directly or indirectly in the opinion of the company, to further the objects of the company.
- (r) To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable and transferrable instruments and to enter into such contracts or agreements for the furtherance of the objects of the Company as the Company may think fit.
- (s) To remunerate any person, firm or company rendering service to the Company either by cash payment or otherwise, as may be thought expedient.
- (t) To pay all or any expenses incurred in connection with the formation, promotion or incorporation of the Company, or to contract with any person, firm, body or company to pay the same.
- (u) To make regulations to be reserved by the members of the company in relation to standards, amenities, facilities or other attributes of the Company including regulations for the payment of a subscription to the Company by members of the company.
- (v) To do all or any of the above things as principals, agents, contractors, trustees or otherwise, and by or through trustees agents or otherwise, and either alone or in conjunction with others.



None of the foregoing sub-clauses or sub-sub-clauses or any objects specified therein or any power thereby conferred shall be deemed to be subsidiary or ancillary to any other sub-clause or sub-sub-clause, object or power or in any way limited or restricted by reference to or inference from the terms of any other sub-clause or sub-sub clause, object or power or by the name of the Company, save where it is expressly provided in any such sub-clause or sub-sub clause.

3. The income and property of the company, whencesoever derived, shall be applied solely towards the promotion of the objects of the company as set forth in this Memorandum of Association, and no portion thereof shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit, to the members of the company.

Provided that nothing herein shall not prevent the payment, in good faith, of reasonable and proper remuneration to any officer or servant of the company, or to any member of the company, in return for any services actually rendered to the company, nor prevent the payment of interest at a rate not exceeding five per cent per annum on money lent or reasonable and proper rent for premises demised or let by any member to the company; but so that no member of the council of Management or Board of Directors of the company shall be appointed to any salaried office of the company or any or other benefit in money or money's worth shall be given by the company to any member of such Council of Management or Board of directors, except repayment of out-of-pocket expenses and interest at the rate aforesaid on money lent or reasonable and proper rent for premises demised or let to the company; provided that the provision last aforesaid shall not apply to any payment to any Company of which a member of the Council of Management or Board of Directors may be a member, and in which such member shall not hold more than one hundredth part of the capital, and such member shall not be bound to account for any share of profits she/he may receive in respect of any such payment.

4. The liability of the members is limited.
5. Every member of the company undertakes to contribute to the assets of the Company, in the event of the same being wound up while she/he is a member or within one year after she/he ceases being a member, for payment of the debts and liabilities of the company contracted before she/he ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories themselves, such amount as may be required not exceeding one pound.



6. If upon the winding up or dissolution of the company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the company but shall be given or transferred to some or other institution or institutions having objects similar to the objects of the company as may be determined by a General Meeting or, insofar as the assets are not transferred, shall be held for charitable purposes.
7. All sums of money received by the Company or by the Officers or servants thereof for services rendered by the Company or by an Officer or servant thereof on behalf of the Company shall be lodged to the credit of the Company.
8. Annual audited accounts shall be kept and made available to the Revenue Commissioners on request.
9. No addition, alteration or amendment shall be made to or in the provisions of this Memorandum for the time being in force unless the same shall have been previously approved in writing by the Revenue Commissioners.



73/191



**NAMES, ADDRESSES AND DESCRIPTION OF SUBSCRIBERS**

Mary Farren	No 3 Brews, Frances Street, Kilrush, Co Clare.	Administrator
Michael Joseph Morrissy	35 Burton Street, Kilrush, Co Clare	Retired engineer
Paddy McDonnell	2 Strand Line, Kilkee, Co Clare.	Retired security Office
Brenda McMahon	Church Place, Kilkee, Co Clare.	Administrator
John Joseph Kiely	6 Cappa Cove, Kilrush, Co Clare.	Technical Officer
Sue Targett	Ballinacarra, Kilfenora, Co Clare.	Manager
Jim McAnespie	Ballynote West, Kilrush, Co Clare	Enterprise Worker

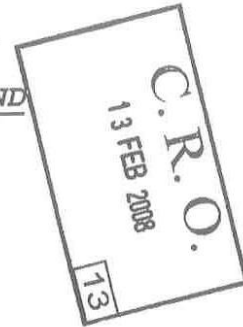


COMPANIES ACTS 1963 TO 2005,  
COMPANY LIMITED BY GUARANTEE AND  
NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

OF

SOUTH WEST CLARE COMMUNITY RADIO LIMITED



**PRELIMINARY**

The Regulations contained in Table C of the Companies Acts, 1963 to 2001 shall apply to the Company save in so far as they are excluded or verified hereby.

1. In these Articles:

"the Act" means the Companies Act, 1963 to 2001.

"the Directors" means the Directors for the time being of the Company or the Directors present at a meeting of the Board of Directors and includes any person occupying the position of Director by whatever name called;

"Secretary" means any person appointed to perform the duties of the Secretary of the Company,

"the Seal" means the Common Seal of the Company;

"the office" means the registered office for the time being of the Company.

Expressions referring to writing shall, unless the contrary intention appears, be construed as including references to printing, lithography, photography and any other modes of representing or reproducing words in a visible form.

Unless the contrary intention appears, words or expressions contained in these Articles shall bear the same meaning as in the Act, or any statutory modification thereof in force at the date at which these Articles become binding on the Company.

**MEMBERS**

2. The number of members with which the Company proposes to be registered is seven.

3. The subscribers to the Memorandum of Association and such other persons as Directors shall admit to membership shall be members of the Company. The members of which the Company shall admit to membership shall be representative of the greater South West



Clare Community and in particular shall be a member of a community group active in South West Clare, or be an individual who has made a significant contribution to the Company's activities locally, or shall be a person involved in the Company's operations as a volunteer, or be a person with disabilities and/or a corporate body/community business which has contributed to the activities of the Company.

4. The rights and liabilities attaching to any Members of the Company may be varied from time to time by a Special Resolution of the Company.

#### GENERAL MEETINGS

5. All general meetings of the Company shall be held in the State.

6. (i) Subject to paragraph (ii), the Company shall in each year hold a general meeting as its annual general meeting in addition to any other meetings in that year and shall specify the meeting as such in the notices calling it; and not more than 15 months shall elapse between the date of one annual general meeting of the Company and that of the next.

(ii) So long as the Company holds its first annual general meeting within 18 months of its incorporation, it need not hold it in the year of its incorporation or in the following year. Subject to Article 5, the annual general meeting shall be held at such time and at such place in the State as the Directors shall appoint.

7. All general meetings other than annual general meetings shall be called extraordinary general meetings.

8. The Directors may, whenever they think fit, convene an extraordinary general meeting and extraordinary general meetings shall also be convened on such requisition or in default may be convened by such requisitionists as provided by Section 132 of the Act. If at any time there are not within the State sufficient Directors capable of acting to form a quorum any Director or any two members of the Company may convene an extraordinary general meeting in the same manner as nearly as possible as that in which meetings may be convened by the Directors.

#### NOTICE OF GENERAL MEETING

9. Subject to Sections 133 and 141 of the Act an annual general meeting and a meeting called for the passing of a special resolution shall be called by 21 days' notice in writing at the least and a meeting of the Company (other than an annual general meeting or a meeting for the passing of a special resolution) shall be called by 14 days' notice in writing at the least. The notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it is given and shall specify the place, the day and the hour of meeting and in the case of special business the general nature of that business, and shall be given in manner hereinafter mentioned to such persons as are under the Articles of the Company entitled to receive notices from the Company.

10. The accidental omission to give notice of a meeting to or the non-receipt of notice of a meeting by any person entitled to receive notice shall not invalidate the proceedings at that meeting.



PROCEEDINGS AT GENERAL MEETING

11. All business shall be deemed special that is transacted at an extraordinary general meeting, and also all that is transacted at an annual general meeting, with the exception of the consideration of accounts, balance sheets and the reports of the Directors and Auditors, the election of Directors in the place of those retiring, the reappointment of the retiring Auditors, and the fixing of the remuneration of the Auditors.

12. No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business; save as herein otherwise provided, four members present in person shall be a quorum.

13. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of members shall be dissolved; in any other case it shall stand adjourned to the same day in the next week at the same time and place, or to such other day and at such other time and place as the Directors may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the members present shall be a quorum.

14. The Chairperson, if any, of the Board of Directors shall preside as Chairperson at every general meeting of the Company, or if there is no such Chairperson, or if he is not present within 15 minutes after the time appointed for the holding of the meeting or is unwilling to act, the Directors present shall elect one of their number to be Chairperson of the meeting.

15. If at any meeting no Director is willing to act as Chairperson or if no Director is present within 15 minutes after the time appointed for holding the meeting, the members present shall choose one of their number to be Chairperson of the meeting.

16. The Chairperson may with the consent of any meeting at which a quorum is present (and shall, if so directed by the meeting) adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from the adjournment took place. When a meeting is adjourned for 30 days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid, it shall not be necessary to give any notice of an adjourned meeting or of the business to be transacted at an adjourned meeting.

17. At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded:

(a) by the Chairperson, or

(b) by at least two members present in person or by proxy, or

(c) by any member or members present in person and representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting. Unless a poll is so demanded, a declaration by the Chairperson that a resolution has, on a show of hands, been carried or carried unanimously or by a particular majority or lost, and an entry to that effect in the book containing the minutes of proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such





resolution. The demand for a poll may be withdrawn.

18. Except as provided in Article 20 if a poll is duly demanded it shall be taken in such manner as the Chairperson directs and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

19. Where there is an equality of votes, whether on a show of hands or on a poll, the Chairperson of the meeting at which the show of hands takes place or at which the poll is demanded, shall be entitled to a second or casting vote.

20. A poll demanded on the election of a Chairperson, or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken at such time as the Chairperson of the meeting directs, and any business other than that upon which a poll has been demanded may be proceeded with pending the taking of the poll.

21. Subject to Section 141 of the Act, a resolution in writing signed by all the members for the time being entitled to attend and vote on such resolution at a General Meeting (or being bodies corporate by their duly authorised representatives) shall be as valid and effective for all purposes as if the resolution had been passed at a general meeting of the Company duly convened and held, and if described as a special resolution shall be deemed to be a special resolution within the meaning of the Act.

22. Every member shall have one vote.

23. A member of unsound mind, or in respect of whom an order has been made by any Court having jurisdiction in such assessments, may vote, whether on a show of hands or on a poll, by his / her committee, receiver, guardian, or other person appointed by that Court, and any such committee, receiver, guardian, or other person may vote by proxy on a show of hands or on a poll.

24. No member shall be entitled to vote at any general meeting unless all moneys immediately payable by him or her to the Company have been paid.

25. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the Chairperson of the meeting whose decision shall be final and conclusive.

26. Votes may be given either personally or by proxy.

27. The instrument appointing a proxy shall be in writing under the hand of the appointer or of his / her attorney duly authorised in writing, or, if the appointer is a body corporate, either under seal or under the hand of an officer or attorney duly authorised. A proxy need not be a member of the Company.

28. The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a notarially certified copy of that power or authority shall be deposited at the office or at such other place within the State as is specified for that purpose in the notice convening the meeting not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to



prior to the 1st day of July in any year that member shall not be entitled to any rebate of his / her Annual Subscription paid for that year. The terms and conditions attaching to Life Subscriptions shall be determined by the Directors in their absolute discretion from time to time.

#### **DIRECTOR**

34. The number of Directors and the names of the first Directors shall be determined in writing by the subscribers of the Memorandum of Association or a majority of them. The minimum number of directors so appointed shall be four.

The directors of the Company shall be representative of the greater South West Clare Community and in particular shall be a member of a community group active in South West Clare, or be an individual who has made a significant contribution to the Company's activities locally, or shall be a person involved in the Company's operations as a volunteer, or be a person with disabilities and/or a corporate body/community business which has contributed to the activities of the Company. These four categories of directorship are, at a minimum, to be represented on the board by at least one director each.

#### **RESIGNATION, CESSATION AND EXPULSION OF MEMBERSHIP**

35. (a) A member of any class may by notice in writing to the Secretary of the Company resign his / her membership of the Company.

(b) Membership of the Company shall automatically cease on any member's death.

(c) If any member shall refuse or wilfully neglect to comply with any of these Articles of Association or shall have been guilty of such conduct as in the opinion of the Directors either shall have rendered him / her unfit to remain a member of the Company or shall be injurious to the Company or if the Directors shall for any other good reason require that a member shall be expelled such member may by a Resolution of the Directors be expelled from membership provided that he / she shall have been given notice of the intended resolution for his / her expulsion and shall have been afforded an opportunity of giving orally or in writing to the Directors any explanation or defence as he / she may think fit.

Notice under this / her Article shall be deemed to have been served if it sent by post in accordance with the provisions set out in Article 70 of these Articles whether or not it is actually received by the member intended to be served with such notice.

#### **BORROWING POWERS**

36. The Directors may exercise all the powers of the company to borrow money and to mortgage or charge its undertaking and property or any part thereof, and to issue debentures, debenture stock and other securities, whether outright or as security for any debt, liability or obligation of the Company or of any third party.

#### **POWERS AND DUTIES OF DIRECTORS**

37. The business of the Company shall be managed by the Directors, who may pay all expenses incurred in promoting and registering the



Company, and exercise all such powers of the Company as are not by the Act or by these Articles required to be exercised by the Company in general meeting subject nevertheless to the provisions of the Act and of these Articles and to such directions, being not inconsistent with the aforesaid provisions, as may be given by the Company in general meeting, but no direction given by the Company in general meeting shall invalidate any prior act of the Directors which would have been valid if that direction had not been given.

38. The Directors may from time to time and at any time by power of attorney appoint any company, firm or person or body of persons, whether nominated directly or indirectly by the Directors to be the attorney or attorneys of the Company for such purposes and with powers, authorities and discretions (not exceeding those vested in or exercisable by the Directors under these Articles) and for such period and subject to such conditions as they may think fit, and any such powers of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorney as the Directors may think fit, and may also authorise any such attorney to delegate all or any of the powers, authorities and discretions vested in him / her.

39. All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for moneys paid to the Company, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, by such person or persons and in such manner as the Directors shall from time to time by resolution determine.

40. The Directors shall cause minutes to be made in books provided for the purpose: {

a) of all appointments of officers made by the Directors;

(b) of the names of the Directors present at each meeting of the Directors and of any committee of the Directors;

(c) of all resolutions and proceedings at all meetings of the Company, and of the Directors and of committees of Directors.

#### DISQUALIFICATION OF DIRECTORS

41. The office of Director shall be vacated if the Director:

(a) holds any office or place of profit under the Company or

(b) is adjudged bankrupt in the State or in Northern Ireland or Great Britain or makes any arrangement or composition with his / her creditors generally; or

(c) becomes prohibited from being a Director by reason of any order made under Section 184 of the Act; or

(d) becomes of unsound mind; or

(e) resigns his / her office by notice in writing to the Company; or

(f) is convicted of an indictable offence unless the Directors otherwise determine; or





(g) is directly or indirectly interested in any contract with the Company and fails to declare the nature of his / her interest in manner required by Section 194 of the Act.

#### VOTING ON CONTRACTS

42. A Director may not vote in respect of any contract in which he / she is interested or any matter arising thereout.

#### ROTATION OF DIRECTORS

43. At the first annual general meeting of the Company, all the Directors shall retire from office and at the annual general meeting in every subsequent year one-third of the Directors for the time being, or if their number is not three or a multiple of three, then the number nearest one-third, shall retire from office.

44. The Directors to retire in every year shall be those who have been longest in office since the last election, but as between persons who became Directors on the same day, those to retire shall (unless they otherwise agree amongst themselves) be determined by lot.

45. A retiring Director shall be eligible for re-election.

46. The Company, at the meeting at which a Director retires in manner aforesaid, may fill the vacated office by electing a person thereto, and in default the retiring director shall, if offering himself or herself for re-election, be deemed to have been re-elected, unless at such meeting it is expressly resolved not to fill such vacated office or unless a resolution for the re-election of such Director has been put to the meeting and lost.

47. No person other than a Director retiring at the meeting shall, unless recommended by the Directors, be eligible for election to the office of Director at any general meeting unless, not less than three nor more than 21 days before the date appointed for the meeting, there has been left at the office notice in writing, signed by a Member duly qualified to attend and vote at the meeting for which notice is given, of his / her intention to propose such a person for election, and also notice in writing signed by that person of his / her willingness to be elected.

48. The Company may from time to time by ordinary resolution increase or reduce the number of Directors, and may also determine in what rotation the increased or reduced number is to go out of office.

49. The Directors shall have power at any time, and from time to time, to appoint any person to be a Director, either to fill a casual vacancy or as an addition to the existing Directors, but so that the total number of Directors shall not at any time exceed the number fixed in accordance with these Articles. Any Director so appointed shall hold office only until the next Annual General Meeting, and shall then be eligible for re-election, but shall not be taken into account in determining the Directors who are to retire by rotation at such meeting.

50. The Company may by ordinary resolution of which extended notice has been given in accordance with Section 142 of the Act remove any Director before the expiration of his / her period of office, notwithstanding anything in these Articles or in any agreement



between the Company and such Director. Such removal shall be without prejudice to any claim such Director may have for damages for breach of any contract of service between him and the Company.

51. The Company may by ordinary resolution appoint another person in place of a Director removed from office under Article 50. Without prejudice to the powers of the Directors under Article 49 the Company in general meeting may appoint any person to be a Director, either to fill a casual vacancy or as an additional Director. A person appointed in place of a Director so removed or to fill such a vacancy shall be subject to retirement at the same time as if he had become a Director on the day on which the Director in whose place he is appointed was last elected a Director.

#### PROCEEDINGS OF DIRECTORS

52. The Directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit. Questions arising at any meeting shall be decided by a majority of votes. Where there is an equality of votes, the Chairperson shall have a second or casting vote. A Director may, and the Secretary on the requisition of a Director shall, at any time summon a meeting of the Directors. If the Directors so resolve it shall not be necessary to give notice of a meeting of Directors to any Director who being resident in the State is for the time being absent from the State.

53. The Quorum necessary for the transaction of the business of the Directors may be fixed by the Directors, and unless so fixed shall be four.

54. The continuing Directors may act notwithstanding any vacancy in their number but, if and so long as their number is reduced below the number fixed by or pursuant to the Articles of the Company as the necessary quorum of Directors, the continuing Directors or Director may act for the purpose of increasing the number of Directors to that number or of summoning a general meeting of the Company, but for no other purpose.

55. The Directors may elect a Chairperson of their meetings and determine the period for which he / she is to hold office, but, if no such Chairperson is elected or if at any meeting the Chairperson is not present within five minutes after the time appointed for holding the same, the Directors present may choose one of their number to be Chairperson of the meeting.

56. The Directors may delegate any of their powers to committees consisting of such member or members of the Board as they think fit, any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may be imposed on it by the Directors.

57. A committee may elect a Chairperson of its meetings; if no such Chairperson is elected, or if at any meeting the Chairperson is not present within 5 minutes after the time appointed for holding the same, the members present may choose one of their number to be Chairperson of the meeting.

58. A committee may meet and adjourn as it thinks proper. Questions arising at any meeting shall be determined by a majority of votes of the members present, and when there is an equality of votes, the Chairperson shall have a second or casting vote.

59. All acts done by any meeting of the Directors or of a committee of



Directors or by any person acting as a Director shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any such Director or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Director.

60. A resolution in writing, signed by all the Directors for the time being entitled to receive notice of a meeting of the Directors, shall be as valid as if it had been passed at a meeting of the Directors duly convened and held.

#### **SECRETARY**

61. The Secretary shall be appointed by the Directors for such term and at such remuneration and upon such conditions as they may think fit, and any Secretary so appointed may be removed by them.

62. A provision of the Act or these Articles requiring or authorising a thing to be done by or to a Director and the Secretary shall not be satisfied by its being done by or to the same person acting both as Director and as, or in place of, the Secretary.

#### **THE SEAL**

63. The seal shall be used only by the authority of the Directors or of a committee of Directors authorised by the Directors in that behalf, and every instrument to which the seal shall be affixed shall be signed by a Director and shall be countersigned by the Secretary or by a second Director or by some other person appointed by the Directors for the purpose.

#### **ACCOUNTS**

64. The Directors shall cause proper books of account to be kept relating to:

(a) all sums of money received and expended by the Company and the matters in respect of which the receipt and expenditure takes place;

(b) all sales and purchase of goods by the Company, and (c) the assets and liabilities of the Company.

Proper books shall not be deemed to be kept if there are not kept such books of account as are necessary to give a true and fair view of the state of the Company's affairs and to explain its transactions.

65. The books of account shall be kept at the office or, subject to Section 147 of the Act, at such other place as the Directors think fit, and shall at all reasonable times be open to the inspection of the Directors.

66. The Directors shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the Company or any of them shall be open to the inspection of members not being Directors, and no member (not being a Director) shall have any right of inspecting any account or book or document except as conferred by statute or authorised by the Directors or by the



Company in general meeting.

67. The Directors shall from time to time in accordance with Sections 148, 150, 157 and 158 of the Act cause to be prepared and to be laid before the annual general meeting of the Company such profit and loss accounts, balance sheets, group accounts and reports as are required by those Sections to be prepared and laid before the annual general meeting of the Company.

68. A copy of every balance sheet (including every document required by law to be annexed thereto) which is to be laid before the Annual General Meeting of the Company together with a copy of the Directors' report and Auditors' report shall not less than 21 days before the date of the Annual General Meeting, be sent to every person entitled under the provisions of the Act to receive them.

#### **AUDIT**

69. Auditors shall be appointed and their duties regulated in accordance with Sections 160 to 163 of the Act.

#### **NOTICES**

70. A notice may be given by the Company to any member either personally or by sending it by post to him / her to his / her registered address. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting a letter containing the notice, and to have been effected in the case of the notice of a meeting at the expiration of 24 hours after the letter containing the same is posted, and in any other case at the time at which the letter would be delivered in the ordinary course of post.

71. Notice of every general meeting shall be given in any manner herein before authorised to:

(a) every member,

(b) every person being a personal representative or the Official Assignee in bankruptcy of a member where the member but for his / her death or bankruptcy would be entitled to receive notice of the meeting; and

(c) the Auditor for the time being of the Company.

No other person shall be entitled to notices of General Meetings.





NAMES AND ADDRESSES OF SUBSCRIBERS

Mr & Mrs No 2 Beane Street, Kilmartin, Co. Clare.  
Paddy J. Kelly 6 Carrigrohilly, Kilmartin, Co. Clare  
M. J. Morrissey Mrs. MORRISSEY 35 BURTON ST. KILKISH.  
Paddy H. O'Donnell. PADDY H. O'DONNELL, 2 STRANDLINE, KILKISH.  
Brenda W. O'Donnell. BRENDAN O'DONNELL - CHURCH VILLAGE, KILKISH.  
for Mr & Mrs Tom W. O'Donnell, Ballymore West, Kilmartin, Co. Clare  
S. T. Tassett. Sue Tassett, Ballymore West, Kilmartin, Co. Clare

Dated: 21st September 1999.

Witness: Michael Nolan [Michael Nolan]  
Tolosa Street,  
Kilmartin  
Co. Clare

See the following page for a printed list of the above  
names



**NAMES AND ADDRESSES OF SUBSCRIBERS**

Mary Parren	No. 3 Brews, Frances Street, Kilrush, Co Clare.
Michael Joseph Morrissey	35 Burton Street, Kilrush, Co Clare.
Paddy Mc Donnell	2 Strand Lane, Kilkee, Co Clare.
Bronda McMahon	Church Place, Kilkee, Co Clare.
John Joseph Kiely	6 Cappa Cove, Kilrush, Co Clare.
Sue Targett	Ballinacarra, Kilfenora, Co Clare.
Jim McAnespie	Ballynote West, Kilrush, Co Clare.

Uimhir 314510  
Number 314510

DEIMHNIÚ C

**Certifica  
On C**

*Deimhnim leis seo go bhfuil an ch*  
I hereby certify that

SOUTH WEST CLARE COMM

a bhfuil a hainm athraithe aici le co  
ainm

having, with the approval of the  
incorporated under the name

SOUTH WEST CLARE COMM

*agus go bhfuil an t-ainm sin curtha*  
and I have entered such name on

*Arna thabhairt faoi mo láimh,*  
Given under my hand,

*Déardaoin, an 1ú lá de Nollaig, 20*  
Thursday, the 1st day of Decem

*thar ceann Chláraitheoir na gCui*  
for Registrar of Companies



## Appendix 2 – Volunteers/Members Database

*Please keep Confidential*

First Name	Last Name	Email	Phone Number
Aaron	Mullane		
Adam	Reidy		
Adrian	McCusker		
Aileen	Downes		
Aisling	Hamilton		
Aisling	Healy		
Ann	Haugh		
Ann-Marie			
Antonio	Cebas		
Caroline	Wilson		
Ciaran	Walsh		
Claire	Bannon		
Clare	Kelly		
Conor	Doolin		
Debra	Ikiesbes		
Derek	O'Brien		
Dermot	Hayes		
Donie	Dillon		
Donnan	Meade		
Eamon	Hanrahan		
Ellis	Blake		
Elaine	Tubridy		
Elaine	Russell		
Fiachra	Whelan		
Ger	Rush		
Glenn	McLoughlin		
Helena	Naughton		
Ian	McInerney		
Janet	Dixon		
James	Conlan		
John	O'Boyle		
John	O'Mahony		
Jordan	Donovan		
Joseph	McCloskey		
Kate	Harris		
Kathleen	Ryan		
Keith	Flynn		
Kevin	Heapes		
Kevin	Scullane		
Klara	Gannon		
Lorna	Moloney		
Mairead	Finnegan		
Marcin	Piotrowski		
Marie	Keane		
Mark	Finnegan		
Mary	Arthur		
Mary	Owens		



Matt	Corbett		
Maura	Asheed		
Michael	O'Connell		
Michael	Lorigan	D	
Michelle	Shannon		
Mick	Daly	M	
Mike	Curran	T	
Mike	Taylor	T	
Niall	Mills	T	
Nicholas	Rynne		
Noel	Considine	T	
Noel	Greene	T	
Orla	McMahon	A	
Paddy	Collins	T	
Paddy	Murray	T	
Padraig	Griffin	C	
Patricia	O'Dea		
Patrick	Norris-Cable	K	
Paul	Kenny	C	
Paul	Williams		
Pauline	Skehan		
Podge	Casey		
Quinn	Forsitt	K	
Ray	Walsh	T	
Ray	Lowe		
Richard	Hall	S	
Rob	Hopkins		
Ross	Conway	T	
Senan	Garvey		
Shane	Connan	T	
Siobhan	McLoughlan	Z	
Suzanne			





### **Appendix 3 Employee Handbook**

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# SECTION 1

## INTRODUCTION

The success of any business and that of its employees depends very largely on the employees themselves, and so we look to you to play your part as we shall continue to play ours.

We provide equal opportunities and are committed to the principle of equality regardless of gender, civil status, family status, sexual orientation, religion, age, disability, race or membership of the traveller community. We will apply employment policies which are fair, equitable and consistent with the skills and abilities of our employees and the needs of the business. We look to your support in implementing these policies to ensure that all employees are accorded equal opportunity for recruitment, training and promotion and, in all jobs of like work, on equal terms and conditions of employment.

We will not condone any discriminatory act or attitude in the conduct of our business with the public or our employees and acts of unlawful harassment or discrimination are disciplinary offences.

We welcome you and express our sincere hope that you will be happy here in our team. We ask that you study carefully the contents of this Employee Handbook as, in addition to setting out our rules and regulations, it also contains a great deal of helpful information.

### Raidió Corca Baiscinn Background

Raidió Corca Baiscinn is a not-for-profit community radio station that was granted a full broadcasting license by the BCI originally in late 1999, and commenced broadcasting in January 2000. The station's studios are upstairs in the Community Centre in Kilkee.

Raidió Corca Baiscinn aims to inform, educate, entertain and inspire the people of South West Clare. By utilising community development principles, the station supports individuals and groups to fulfil their full potential. The station promotes and celebrates the culture, heritage and diversity of South West Clare. The station broadcasts for seven hours every weekday, and three hours on Saturdays and Sundays, covering a broad



range of topics of specific community and local interest, and provides training to a wide number of people. Raidió Corca Baiscinn seeks to engage with disadvantaged and socially excluded groups such as lone parents, young people, the unemployed, the elderly and disabled people.

#### MISSION STATEMENT

Raidió Corca Baiscinn aims to inform, educate, entertain and inspire the people of South West Clare. By utilising community development principles, the station supports individuals and groups to fulfill their full potential. The station promotes and celebrates the culture, heritage and diversity of our community.



# JOINING OUR ORGANISATION

## SALARIES AND WAGES, ETC

### PERSONAL INFORMATION

Our decision to offer you employment took into account the personal information you provided to us on the basis that it was correct and complete. In the event of such information proving to be untrue or misleading, we reserve the right to terminate any employment contract offered.

#### **B) PROBATIONARY PERIOD**

You join us on an initial probationary period of six months. This does not prejudice our right to dismiss in accordance with the notice provisions contained in your individual Statement of Main Terms of Employment (form SMT), or without notice for reasons of gross misconduct, should this be necessary. During this period, your work performance and general suitability will be assessed and, if it is satisfactory, your employment will continue. However, if your work performance is not up to the required standard or you are considered to be generally unsuitable we may either take remedial action or terminate your employment, without recourse to the disciplinary procedure. At the end of your probationary period you will again be assessed and, if satisfactory, you will become a member of our regular staff. If you have not reached the required standard we may either extend the probationary period in order that remedial action can be taken or terminate your employment. At any stage during your probationary period the Company reserves the right to address disciplinary misconduct matters through probationary review assessments. We reserve the right to bypass, at our discretion, any step in the disciplinary process in view of your probationary status or to terminate your contract with notice, if we feel that the severity of the action warrants it. We will be fair in the application of such discretion. Any continuous period of absence of four weeks or more will suspend your probationary period until your return to work. Notice periods to be given by either party during the probationary period will be one week.

#### **C) *JOB DESCRIPTION***

You have been provided with a job description of the position to which you have been appointed but amendments may be made to your job description from time to time in relation to our changing needs and your own ability. It may be necessary for you to perform alternative duties within the business.

#### **D) INDUCTION**

At the start of your employment with our organisation you are required to complete an induction session. During which all our policies and procedures (including Health and Safety) will be outlined to you. Information relating to these will be given to you at the induction.



**E) TRAINING AGREEMENT**

The Company has a policy of encouraging its employees to undertake training in order to further their career within the Company. This will include assisting with costs of the training. However, in the event of termination of employment, for whatever reason, the Company will seek reimbursement of the costs in line with the Training Agreement. Further details are available separately.

**F) PERFORMANCE AND REVIEW**

Our policy is to monitor your work performance on a continuous basis so that we can maximise your strengths, and help you to overcome any possible weaknesses.

**G) JOB FLEXIBILITY**

It is an express condition of employment that you are prepared, whenever necessary, to transfer to alternative departments or duties within our business. This flexibility is essential as the type and volume of work is always subject to change, and it allows us to operate efficiently and gain maximum potential from our work force.

**H) STAFF MEETINGS**

Each employee is required to keep every Monday from 1 lam to 12pm free for the weekly staff meeting.

**A) ADMINISTRATION**

**1. Payment**

- a. For weekly paid staff, the pay week ends on Sunday midnight. Wages are available after 12 pm. each Wednesday.
- b. You will receive a payslip showing how the total amount of your pay has been calculated. It will also show the deductions which have been made and the reasons for them, e.g. PAYE, PRSI, etc.
- c. You are required to complete and submit timesheets as directed in order to ensure that you receive the correct payment.



- d. Any pay queries which you may have should be raised with Áine Mae O'Mahony.

2. Overpayments

If you are overpaid for any reason, the total amount of the overpayment will normally be deducted from your next payment but if this would cause hardship, arrangements may be made for the overpayment to be recovered over a longer period.

3. Income Tax and Social Insurance

At the end of each tax year you will be given a form P60 showing the total pay you have received from us during that year and the amount of deductions for Income Tax and PRSI. You should keep this document in a safe place as you may need to produce it if making enquiries with the Revenue, etc.

If there is a change in your circumstances you should speak with the local revenue office.

**B) LATENESS/ABSENTEEISM**

1. You must attend for work punctually at the specified time(s) and you are required to comply strictly with any time recording procedures relating to your area of work.

2. All absences must be notified in accordance with the sickness reporting procedures laid down in this Employee Handbook.

3. Lateness or absence may result in disciplinary action and/or loss of appropriate payment.

**C) TEMPORARY SHORTAGE OF WORK**

If there is a temporary shortage of work for any reason, we will try to maintain your continuity of employment even if this necessitates temporarily placing you on short time, a reduced working week or having to lay you off work without pay.



Any wages, benefits or statutory leave accrued during a period of reduced working week, short time or lay off will be on a pro rata basis.

#### **D) WORKING TIME POLICY**

In accordance with the working time legislation, the organisation is committed to the welfare of its employees with regard to their time spent at work. All employees, whether full-time, part-time or fixed term are covered by the legislation.

Daily Break Period - All employees must take a break of at least 15 minutes if working more than four and a half hours or a break of at least 30 minutes if working more than six hours. (This may be inclusive of the initial 15-minute break).

Daily Rest Period - Employees affected by this legislation must take a rest period of 11 consecutive hours in each 24-hour period.

Weekly Rest Periods - All employees must take a rest period of at least 24 consecutive hours in each period of seven days.

In accordance with this legislation all staff members are required to keep an accurate record of their hours worked, and will be provided with a time-sheet for this purpose. This will be signed off by the employee's Manager on a week by week basis. It is important that this form is accurately filled out as hours and/or wage details may be taken from these records. Therefore, you must remember to complete the form and have it counter signed by Áine Mae O'Mahony. Failing to do so or falsifying records is a disciplinary offence that may result in summary dismissal following recourse to the Company's disciplinary procedure.





## AUTHORISED LEAVE/TIME OFF FROM WORK

If you are unable to take a rest break in your job, you must notify in writing (within one week) that you were unable to take this break. The Station Manager will look at the reasons why you were unable to take your break and at any health and safety issues that might or have arisen relating to you and your job. If you do not notify the Station Manager within one week you will forfeit that break. If after investigation you are offered the break and refuse, you are at fault and the Company is not obliged to offer you a further rest break. However, we do ensure employee's rest breaks are taken.

### E) ADVERSE WEATHER POLICY

#### Extreme Weather Conditions

From time to time, extreme weather may seriously delay or prevent you from attending work. Whilst we expect you to make all reasonable effort to attend, there may be some occasions where this is not possible. This may be due to road closures or a lack of public transport due to prevailing weather conditions.

#### Employee Options

During severe weather, you have no automatic legal entitlement to remain at home on full or reduced pay. Instead, you have the following options available to you, once agreed with Management:

- Annual leave. If you're unable to attend work, you may choose to take this time as annual leave.
- Unpaid leave. An alternative is to take this time as unpaid leave. If you do this, your annual leave allowance will remain unaltered.

#### Notification

You are expected to telephone the Station Manager at the earliest possible opportunity but no later than 9.00 am on the first day of absence to let the Organisation know if you are going to be delayed, or unable to attend work. You should also be prepared to explain what efforts you have made to get in to work.

### A) MATERNITY AND ADOPTIVE LEAVE

If you become pregnant or are adopting a child you should notify the Station Manager at an early stage so that the statutory maternity and adoptive leave provisions can be explained to you.



**B) PARENTAL LEAVE**

You may be entitled to unpaid parental leave, depending on the age of your child(ren) and your length of service with us. If you wish to take unpaid parental leave, you should notify the Station Manager so that any entitlement can be explained to you.

**C) URGENT FAMILY LEAVE/FORCE MAJEURE LEAVE**

If you need to take time off work for urgent, emergency or unforeseen family reasons, you may be entitled to a limited amount of paid leave in accordance with the current statutory provisions. The statutory entitlement to 'force majeure' leave may arise where your immediate presence with a near relative (your child, spouse or partner, sibling, parent or grandparent) is required as a result of his/her injury or illness in unforeseen circumstances. It is your responsibility to apply for this leave as soon as possible following your return to work. Further details are available from Áine Mae O'Mahony.

**D) CARER'S LEAVE**

You may be entitled to carer's leave, depending on whether you meet certain Social Welfare criteria and your length of service with us. If you wish to take carer's leave, you should notify the Station Manager so that any entitlement can be explained to you.

**E) MARRIAGE LEAVE**

The Station provides additional leave to employees on the occasion of their marriage. Five additional days of paid leave is allowed. Please make a written application to the Station Manager for approval.

**F) JURY SERVICE**

If you are summoned to Jury Duty you must inform the Station Manager as soon as possible and produce the jury summons. If you are summoned for Jury Duty on a scheduled working day you should provide evidence of attendance at Court to the Station Manager. Where you are called for Jury Duty you will be entitled to time off with pay for the required length of time. If you do not have to attend court, you are expected to report to work each day.

**G) WITNESS DUTY**

Where you are required to attend as a witness, no payment shall be made by the Company.



**H) BEREAVEMENT LEAVE**

Individuals' reactions to bereavement vary greatly and the setting of fixed rules for time off for the death of a close relative, for example spouse, child, parent, brother, sister, in-law, is therefore inappropriate. In such cases you should discuss your circumstances with the Station Manager agree appropriate time off.

**I) TIME OFF IN LIEU**

The Station Manager must approve any request for time off in lieu to be worked and/or when it is to be taken. All staff are required to keep an accurate record of their hours worked and will be provided with a time sheet for this purpose. Time off in lieu must be recorded in the TL sheet. The Station Manager must approve any time off in lieu. Time off in lieu must be taken within the period as detailed on your SMT or will be forfeited. Any request to carry time off in lieu forward beyond the said period must be made in writing to the Station Manager and is at her discretion.

**J) TIME OFF**

Circumstances may arise where you need time off for medical/dental appointments, or for other reasons. Where possible, such appointments should be made outside normal working hours. If this is not possible, time off required for these purposes may be granted at the discretion of the Station Manager and will normally be without pay.



## HOLIDAY ENTITLEMENT AND CONDITIONS

### **A) ANNUAL HOLIDAYS**

1. Your holiday year begins on 1<sup>st</sup> of January and ends on 31<sup>st</sup> of December each year.
2. Your annual holiday entitlement is shown in your individual Statement of Main Terms of Employment (Form SMT).
3. Any additional annual leave entitlement awarded as a result of length of service will be on a pro rata basis for part time employees.
4. You are required to take all of your holiday entitlement in the current holiday year. We do not give payment in lieu of holidays.
5. Should your working hours be reduced due to a downturn of work, in accordance with our Temporary Shortage of Work Policy, any annual leave or sick leave entitlements accrued during this period will be on a pro rata basis.
6. Variable hours' workers will accrue annual leave on the basis that you will receive 8% of the annual hours worked in a leave year subject to a maximum of four of your working weeks

### **B) CONDITIONS APPLYING TO YOUR ANNUAL HOLIDAY ENTITLEMENT**

1. You should complete form HR for all holiday requests and have it signed by the Station Manager before making any firm holiday arrangements.
2. Holiday requests will only be considered if you present them on form HR and we will allocate agreed holiday dates on a "first come - first served" basis to ensure that operational efficiency and minimum staffing levels are maintained throughout the year.
3. You should give at least three weeks' notice of your intention to take holidays and one week's notice is required for odd single days.
4. You may not normally take more than two working weeks consecutively.
5. Your holidays will be paid at your normal basic pay unless otherwise specified.
6. You are required to reserve up to four days of your annual entitlement to take during the Christmas/New Year period. If you have not accrued sufficient holiday entitlement to cover this period you will be given unpaid leave of absence.



7. In the event of the termination of your employment any holidays accrued but not taken in the current holiday year will be paid for. However, in the event of your having taken holidays which have not been accrued pro-rata in the holiday year, then the appropriate payments will be deducted from your final wages/salary. This is an express written term of your contract of employment.
8. Please note that Good Friday is not a public holiday in Ireland. If you wish to have this day off it must be requested as annual leave.
9. Annual leave cannot be granted in place of sick leave.
10. If you have any unallocated annual leave days remaining by June each year, which is the midway point of the leave year, the Company will require you to provide notice, within two weeks, of when you intend to take your remaining leave entitlement. Failure to do so will result in the Company allocating these days for you, and you will be given one month's notice of any such assigned leave.
11. The Company reserves the right to refuse annual leave requests where the Company is unable to facilitate such a request. This extends to cases where you have requested at least two unbroken weeks of leave having worked more than 8 months of the leave year.

**C) PUBLIC HOLIDAYS**

Your entitlement to public holidays and to any additional payment which may be made for working on a public holiday is shown in your individual Statement of Main Terms of Employment (Form SMT).



## SICKNESS/INJURY PAYMENTS AND CONDITIONS

### **A) NOTIFICATION OF INCAPACITY FOR WORK**

You must notify us by telephone on the first day of incapacity and at the earliest possible opportunity no later than one hour before you are due to start. You should try to give some indication of your expected return date and notify us as soon as possible if this date changes. If you are unsure of your return to work date, you must notify us by telephone every day with an update until the expected return to work date has been determined. Notification should be made personally (or if due to incapacity you are unable to do so, then by a relative, neighbour or friend), to the Station Manager. Notification by text message or voicemail will not be acceptable.

### **B) EVIDENCE OF INCAPACITY**

1. If your absence has been (or you know that it will be) for two or more working days you should see your doctor and make sure he/she gives you a medical certificate and forward this to us without delay. Subsequently you must supply us with consecutive doctor's medical certificates to cover the whole of your absence on a weekly basis.
2. If your incapacity extends to more than seven days you are required to notify us of your continued incapacity once a week thereafter.

### **C) PAYMENTS**

1. You are entitled to State benefit during absence as a result of sickness or injury, provided you meet the criteria laid down in government regulations.
2. Any contractual sickness/injury payments are shown in your individual Statement of Main Terms of Employment (Form SMT). Any payments made to you whilst on sick leave will be based exclusively on your basic rate of pay.
3. Any days of contractual sickness/injury pay which qualify for state benefit will be offset against the state benefit received in respect of your absence on a day to day basis. Where contractual sickness/injury pay is provided you may be required to forward confirmation from Social Welfare the amount you are entitled to. You should have this paid directly to you and then this amount will then be topped up by us.
4. If you are entitled to any payments in excess of state benefit and your entitlement expires, full or part payment may be allowed at our discretion where it is considered that there are special circumstances warranting it.
5. Where the circumstances of your incapacity are such that you receive or are awarded any sum by way of compensation or damages in respect of the incapacity from a third party, then any payments which we may have made to you because of the absence shall be repaid



by you to us up to an amount not exceeding the amount of the compensation or damages paid by the third party.

6. Failure to abide by the rules of the contractual sickness/injury scheme will disqualify you from participation. This can include not forwarding doctor's medical certificates, failure to provide information from Social Welfare, etc.
7. The Company provides an income continuance plan for all staff members. Details of this are available from the Station Manager This scheme will run from the first day of illness for a period of one month. Further details are available from the Station Manager.
8. Any payments made as part of the Company's contractual sick pay scheme will be paid on a pro rata basis for part time employees or those working on a reduced working week.

**D) RETURN TO WORK**

1. You should notify the Station Manager as soon as you know on which day you will be returning to work, if this differs from a date of return previously notified.
2. If you have been suffering from an infectious or contagious disease or illness such as rubella or hepatitis/viral gastroenteritis (winter vomiting bug) you must not report for work without clearance from your own doctor.
3. On your return to work after any period of sickness/injury absence (including absence covered by a medical certificate), you are also required to complete a self-certification absence form and hand this to the Station Manager.
4. For any period of absence where you are required to provide a doctor's medical certificate to cover your absence, you are also required to supply a certificate from your doctor stating that you are fully fit to resume your normal duties.

**E) UNCERTIFIED SICK LEAVE**

The Company have an uncertified sickness pay scheme to a maximum of seven uncertified illnesses in a calendar year. Not more than seven uncertified days can be taken consecutively in one period.

**F) CONDITIONS FOR UNCERTIFIED SICK LEAVE**

1. Uncertified sick leave cannot be taken immediately before or after Annual Leave or immediately after certified sick leave (if so granted at the discretion of the Station Manager).
2. You must complete form SCA sickness (self-certification absence) form with the Station Manager on your return.



3. For the purpose of disciplinary proceedings Public Holidays and week-end days may be counted as sick days where an employee is absent on a day immediately before and/or immediately after such days (e.g. absence on a Friday and/or the following Monday will be regarded as three or four continuous days absence) if the employee is due to work a weekend.
4. Any abuse of the sick pay schemes may result in disciplinary action up to and including dismissal.

**G) GENERAL**

1. Submission of a medical certificate or sickness self-certification absence form, although giving us the reason for your absence, may not always be regarded by us as sufficient justification for accepting your absence. Sickness is just one of a number of reasons for absence and although it is understandable that if you are sick you may need time off, continual or repeated absence through sickness may not be acceptable to us.
2. In deciding whether your absence is acceptable or not we will take into account the reasons and extent of all your absences, including any absence caused by sickness. We cannot operate with an excessive level of absence as all absence, for whatever reason, reduces our efficiency.
3. We will take a serious view if you take sickness/injury leave which is not genuine, and it will result in disciplinary action being taken.
4. If we consider it necessary we will require you to be independently medically examined by an Occupational Health Specialist. Where you are independently medically examined the cost will be borne by us. We may also ask your permission to contact your own doctor for an assessment on your state of health. Failure to comply with such a request will cause us to make our conclusion based on the evidence to hand.
5. During any period of absence from work due to illness or injury you are required to adhere to all Company policies in relation to conduct including refraining from engaging in work for a competitor/another Organisation. This includes taking part in any activities that may put yourself in a situation that may extend/accentuate any illness or injury. Such behaviour may lead to loss of payments where applicable and in some cases disciplinary action up to and including dismissal.





## DEDUCTIONS POLICY

### A) DEDUCTIONS FROM WAGES

Any deductions that are made as a result of overpayments, repayments or in accordance with our Wastage policy will be made in line with the Payment of Wages Act.

Where any deductions do occur, the Company will notify you at least one week in advance of any monies being deducted from your normal wage, by providing you with a written statement of the particulars of any deductions being made.

### B) WASTAGE

1. We maintain a policy of "minimum waste" which is essential to the cost-effective and efficient running of all our operations.

2. You are able to promote this policy by taking extra care during your normal duties by avoiding unnecessary or extravagant use of services, time, energy, etc., and the following points are illustrations of this:-

a) Handle machines, equipment and stock with care.

b) Turn off any unnecessary lighting and heating. Keep doors closed whenever possible and do not allow taps to drip.

### **Declaration**

I certify that I was incapable of work because of my sickness/injury on the dates shown above and that this information is true and accurate.

I acknowledge that false information will result in disciplinary action.

I hereby give my employer permission to verify the above information.

Signed (employee)

Acknowledged (employer)

Date:

c) Ask for other work if your job has come to a standstill.



- d) Start with the minimum of delay after arriving for work and after breaks.
3. The following provision is an express written term of your contract of employment:-
- a) Any damage to vehicles, stock or property (including non-statutory safety equipment) that is the result of your carelessness, negligence or deliberate vandalism will render you liable to pay the full or part of the cost of repair or replacement.
- b) Any loss to us that is the result of your failure to observe rules, procedures or instruction, or is as a result of your negligent behaviour or your unsatisfactory standards of work will render you liable to reimburse to us the full or part of the cost of the loss.
- c) In the event of an at fault accident whilst driving one of our vehicles you may be required to pay the cost of the insurance excess.
4. In the event of failure to pay, we have the contractual right to deduct such costs from your pay.
5. The recovery of any monies owed by you does not preclude the Company from initiating disciplinary action relating to the offence.

### **C) *REPAYMENT OF OUTSTANDING MONIES***

On the termination of your employment we have the right to deduct from any termination pay due to you, any monies collected by you on our behalf and any advances of wages or any loans which we may have made to you. This is an express written term of your contract of employment.

### **D) *RETURN OF OUR PROPERTY***

On the termination of your employment you must return all our property which is in your possession or for which you have responsibility, including alarm codes and the keys. Failure to return such items will result in the cost of the items being deducted from any monies outstanding to you. This is an express written term of your contract of employment.

### **E) *ANNUAL LEAVE TAKEN BUT NOT ACCRUED***

In the event of the termination of your employment any holidays accrued but not taken in the current holiday year will be paid for. However, in the event of your having taken holidays which have not been accrued pro-rata in the holiday year, then the appropriate payments will be deducted from your final wages/salary. This is an express written term of your contract of employment.



## GENERAL TERMS OF EMPLOYMENT, INFORMATION AND PROCEDURES

### **A) CHANGES IN PERSONAL DETAILS**

You must notify us of any change of name, address, telephone number, etc., so that we can maintain accurate information on our records and make contact with you in an emergency, if necessary, outside normal working hours. Form CPD is available from the Station Manager for this purpose.

### **B) EMPLOYEES' PROPERTY**

We do not accept liability for any loss of, or damage to, property which you bring onto the premises. You are requested not to bring personal items of value onto the premises and, in particular, not to leave any items overnight.

### **C) LOST PROPERTY**

Articles of lost property should be handed to the Station Manager who will retain them whilst attempts are made to discover the owner.

### **D) BUYING OR SELLING OF GOODS**

You are not allowed to buy or sell goods on your own behalf on our premises.

### **E) COLLECTIONS FROM EMPLOYEES**

Unless specific authorisation is given by the Station Manager, no collections of any kind are allowed on our premises.

### **F) FRIENDS AND RELATIVES CONTACT**

You should discourage your friends and relatives from either calling on you in person or by telephone except in an emergency.

### **G) SOME OTHER SUBSTANTIAL GROUNDS**

The Company may terminate your employment citing Some Other Substantial Grounds (SOSG) for termination other than capability, conduct or redundancy.



## TERMINATION OF EMPLOYMENT

### **A) *TERMINATING EMPLOYMENT WITHOUT GIVING NOTICE***

If you terminate your employment without giving or working the required period of notice, as indicated in your individual Statement of Main Terms of Employment, you will have an amount equal to any additional cost of covering your duties during the notice period not worked deducted from any termination pay due to you. This is an express written term of your contract of employment.

### **B) *RETURN OF OUR PROPERTY***

On the termination of your employment you must return all our property which is in your possession or for which you have responsibility, including alarm codes and keys. Failure to return such items will result in the cost of the items being deducted from any monies outstanding to you. This is an express written term of your contract of employment.

### **C) *HANDOVER OF SOCIAL NETWORK PROFILES & CONTACTS***

On termination of your employment you must hand over all social network profiles created by you during the course of your employment, and is inclusive of any contacts or “friends” obtained via these profiles. This is an express written term of your contract of employment.

### **D) *REPAYMENT OF OUTSTANDING MONIES***

On the termination of your employment we have the right to deduct from any termination pay due to you, any monies collected by you on our behalf and any advances of wages or any loans which we may have made to you. This is an express written term of your contract of employment.

### **E) *RESIGNATIONS***

All resignations by employees must be supplied in writing and stating their reason for resigning. We will then issue you with your P45 to the address you have supplied us with.

### **F) *EXIT INTERVIEW***

When you resign from the Company you will be asked to complete an exit interview form with the Station Manager. This information helps us to identify areas where we can improve employee relations and/or the arrangement of work and will be treated confidentially.

### **G) *GARDEN LEAVE***

If either you or the Station serves notice on the other to terminate your employment the station may require you to take “garden leave” for all or part of the remaining period of



your employment.

If you are asked to take garden leave you:

- a) must not attend your place of work or any other premises of the Station or any associated businesses unless otherwise requested by the Station Manager.
- b) may be asked to relinquish immediately any offices you hold in the Station or any associated premises.
- c) may not be required to carry out your normal duties during the remaining period of your employment; however you will still be available for answering queries.
- d) must return to the Station, all documents, software, equipment, property and other materials (including copies) belonging to the Station or associated businesses containing confidential information.
- e) must not, without the prior written permission of the Station Manager, contact or attempt to contact any client, customer, supplier, agent, professional adviser, broker, or banker of the Station or any associated business, or any employee of the Station or any associated businesses.

**NB.**

**During any period of garden leave you will continue to receive your full salary and any other contractual benefits.**



## **SECTION 2**

### **SAFEGUARDS**

#### **A) RIGHTS OF SEARCH**

1. We have the contractual right to carry out searches of employees and their property (including vehicles) whilst they are on our premises or business. You may be asked to remove the contents of your pockets, bags, vehicles, lockers, etc. These searches are carried out at random or on the basis of suspicion.
2. The Company will ensure an appropriate person carries out any such search, and an employee's personal dignity will be maintained at all times.
3. Where a search is required, if practicable you will be accompanied by a fellow employee who is on the premises at the time a search is taking place, or at the time that any further questioning takes place.
4. Any lack of co-operation with such a request may result in disciplinary action.
5. We reserve the right to call in the Gardaí at any stage.

#### **B) CONFIDENTIALITY**

1. All information that:-
  - a. is or has been acquired by you during, or in the course of your employment, or has otherwise been acquired by you in confidence,
  - b. relates particularly to our business, clients or that of other persons or bodies with whom we have dealings of any sort, and
  - c. has not been made public by, or with our authority,



shall be confidential, and (save in the course of our business or as required by law) you shall not at any time, whether before or after the termination of your employment, disclose such information to any person without our written consent.

2. You are to exercise reasonable care to keep safe all documentary or other material containing confidential information, and shall at the time of termination of your employment with us, or at any other time upon demand, return to us any such material in your possession.

**C) COMPANIES & PROFESSIONAL PRACTICES**

At the start of your employment you will be required to attend an induction session(s) at which you will be made aware of the standard procedures and code of practice applicable to your individual role and responsibilities. From time to time we may amend the content of this induction and will require you to undergo further training as necessary.

**D) CONFLICT OF INTEREST**

During this agreement/contract of employment the employee shall not (except as a representative of the Company) be directly or indirectly engaged, concerned or interested in, any other business which:

- Is wholly or partly in competition with the business carried out by the Company.
- With regards to any goods or services is a supplier to, or customer/client of, the Company.



**E) COPYRIGHT**

All written material, whether held on paper, electronically or magnetically which was made or acquired by you during the course of your employment with us, is our property and our copyright. At the time of termination of your employment with us, or at any other time upon demand, you shall return to us any such material in your possession.

**F) INVENTIONS/DISCOVERIES**

An invention or discovery made by you will normally belong to you. However, an invention or discovery made by you will become our property if it was made: -

- a. in the course of your normal duties under such circumstances that an invention might reasonably be expected to result from those duties;
- b. outside the course of your normal duties, but during duties specifically assigned to you, when an invention might reasonably be expected to result from these;
- c. during the course of any of your duties and at the time you had a special obligation to further our interests arising from the nature of those duties and your particular responsibilities.

**G) OTHER EMPLOYMENT**

If you propose taking up employment with an employer or pursuing separate business interests or any similar venture, you must discuss the proposal with your immediate Manager in order to establish the likely impact of these activities on both yourself and the Company. You will be asked to give full details of the proposal and consideration will be given to:

- Working hours
- Competition, reputation and credibility
- Health, safety and welfare

You will be notified in writing of the Company's decision. The Company may refuse to consent to your request. If you work without consent this could result in the termination of your employment.

If you are unhappy with the decision you may appeal using the Grievance Procedure.

**H) GIFTS**





You are not permitted to accept any gift (including monetary gifts) from customers/suppliers or other third parties connected with the business or anyone or organisation soliciting for business

**I) DATA PROTECTION LEGISLATION**

The above legislation was introduced to regulate personal data held either on computer or within a manual filing system. As an employer it is our responsibility to ensure that the documentation held is relevant, accurate and where necessary, kept up to date. Any data held shall be processed fairly and lawfully and in accordance with the rights of data subjects under the legislation. As an employee you will have the right, upon written request, to be told what personal data about you is being processed. You will also have the right to be informed of the source of the data and to whom it may be disclosed.

We are not obliged to supply this information unless you make a written request and we have received payment of the fee as set out in the legislation.

**J) CLOSED CIRCUIT TELEVISION**

Closed circuit television (CCTV) cameras may be used on our premises for security purposes. Notwithstanding this express purpose we reserve the right to use any evidence obtained through CCTV in any disciplinary issue.

**L) GARDA VETTING**

Under the National Vetting Bureau (Children and Vulnerable Persons) Act 2012 all employees who hold positions which involve the care of vulnerable persons or children must undergo Garda Vetting prior to commencing employment with Raidio Corca Baiscinn.

This check may also be necessary for other roles where there may be a risk to the organisation as a result of any past behaviour or previous convictions. Depending on the role, these checks may be absolutely necessary having regard to the position on offer. Therefore as part of the pre-employment checking process, Raidio Corca Baiscinn, may provide candidates at final round interview with a character enquiry form, which requests information on any criminal convictions that the prospective employee may have.

Candidates will be provided with the relevant vetting form by the Station Manager. The form will require personal details, such as date and place of birth, in addition to a disclosure by the prospective employee of any convictions in relation to offenses



committed in the Republic of Ireland. Candidates will provide the completed form to the Station Manager. This will be forwarded to the National Garda Vetting Unit for assessment in the strictest of confidence. Information in relation to persons vetted will be kept on the National Garda Vetting Unit's database and the information will be deemed to be entered in the register of vetted persons.

Once the Gardai have completed the check, the disclosure form will be forwarded back to the Station Manager.

1. Candidates who fail to disclose information, or who provide false information in their form which subsequently comes to light, may not be employed with the organisation or may have their employment terminated on the grounds of misrepresentation.
- 2.

Where an applicant is found to have a criminal record a risk assessment will be completed and recorded by *<insert person/body who will hold this>*.

The recruitment process may cease where, due to the nature or severity of the offence, it is determined that the individual's presence would be inappropriate (e.g. offences that could indicate a risk to children or vulnerable adults or cases of serious offences such as assault, homicide).



# CHILD PROTECTION POLICY

## A) INTRODUCTION

Child Protection is an issue of concern to all those working with young people today. Child Protection is about ensuring the well being and safety of all children and young people in our care. Raidio Corca Baiscinn is committed to providing a safe environment for any children or young people under the age of eighteen with whom it interacts. We undertake to apply this child protection policy throughout the organisation by setting up detailed procedures and steps to be implemented across all areas of Raidio Corca Baiscinn.

## B) PROCEDURES

The procedures can be categorized under the following headings:

- Child-Centered Approach
- Good Practice
- Inappropriate Behavior
- Physical Contact
- Health and Safety
- Form of Consent for Working with Children/Young People
- Further Information and Training

### 1. Child-Centered Approach

- Treat all children and young people equally.
- Listen to and respect children and young people.
- Involve children and young people in decision-making, as appropriate.
- Provide encouragement, support and praise (regardless of ability).
- Use appropriate language (physical and verbal).
- Have fun and encourage a positive atmosphere.
- Offer constructive criticism when needed.
- Treat all children and young people as individuals.
- Respect a child or young person's personal space.
- Discuss boundaries on behavior and related sanctions, as appropriate, with children and young people and their primary careers.
- When holding group training or program making sessions, agree group 'contract' before beginning session detailing the duties and roles of all those involved.
- Encourage feedback from group.
- Use age-appropriate teaching aids and materials.
- Lead by example.
- Be aware of a child's or young person's other commitments when scheduling programming, training or other activities, e.g., school or exams.
- Be cognisant of a child's or young person's limitations.
- Create an atmosphere of trust.
- Respect differences of ability, culture, religion, race and sexual orientation.

## **2. Good Practice**

- Each child or young person involved with Raidio Corca Baiscinn should be registered (name, address, phone, special requirements, attendance, and emergency contact).
- Make all primary carers, children/young people, visitors and facilitators aware of the child protection policy and procedures by displaying the complete policy document on notice-boards, running information evenings with volunteers and providing each new volunteer (and their primary carers if applicable) with a copy of the policy.
- Have emergency procedures in place and make all staff aware of these procedures. Our Health and Safety Statement is on display on the main notice-board in the Raidio Corca Baiscinn office.
- Be inclusive of children and young people with special needs.
- Plan and be sufficiently prepared, both mentally and physically.
- Report any concerns to the Designated Person (as decided by the board and identified at the end of this document) and follow reporting procedures.
- Encourage children and young people to report any bullying, concerns or worries to the designated officer.
- Observe appropriate dress and behavior.
- Evaluate work practices on a regular basis.
- Provide appropriate training for staff and volunteers.
- Report and record any incidents and accidents.
- Update and review policies and procedures regularly.
- Keep primary carers informed of any issues that concern their children.
- Ensure proper supervision based on adequate ratios according to age, abilities and activities involved.
- Don't be passive in relation to concerns, i.e., don't 'do nothing'.
- Don't let a problem get out of control.
- Avoid taking a training or program making session on your own. If this is not possible then it should be in an open environment with the full knowledge and consent of primary carers.
- Avoid if at all possible giving a lift to a child or young person and if you do then make sure that primary carers are informed.
- Maintain awareness around language and comments made. If you think that something you said may have caused offence or upset, then address it in a sensitive manner.

## **3. Inappropriate Behaviour**

- Avoid spending excessive amounts of time alone with children or young people.
- Don't use or allow offensive or sexually suggestive physical and/or verbal language.
- Don't single out a particular child or young person for unfair favoritism, criticism, ridicule, or unwelcome focus or attention.
- Don't allow/engage in inappropriate touching of any form.
- Don't hit or physically chastise children or young people.
- Don't socialise inappropriately with children or young people, e.g., outside of structured



organizational activities.

#### **4. Physical Contact**

- Seek the consent of children or young people in relation to physical contact (except in an emergency or a dangerous situation).
- Avoid horseplay or inappropriate physical contact.

#### **5. Health and Safety**

- Don't leave children unattended or unsupervised.
- Manage any dangerous materials or equipment.
- Provide a safe environment.
- Be aware of accident and safety procedure and follow accordingly.

### **A) INTRODUCTION**

Our Organisation is determined to ensure that employees are knowledgeable of their rights and responsibilities in relation to disclosures.

In line with legislation, all employees who make a protected disclosure of relevant information will have legal protection from being penalised as a result of making that disclosure. In order to benefit from this legal protection the employee must show that they had a reasonable belief that a relevant wrongdoing had occurred, or was likely to occur, and that this relevant wrongdoing came to their attention during the course of their employment.

### **B) RELEVANT WRONGDOINGS**

Certain disclosures afford employees some protection under law, definitions of relevant wrongdoings for the purposes of this are;

- a) that an offence has been, is being or is likely to be committed;
- b) that a person has failed, is failing or is likely to fail to comply with any legal obligation, other than one arising under the worker's contract of employment or other contract whereby the worker undertakes to do or perform personally any work or services;
- c) that a miscarriage of justice has occurred, is occurring or is likely to occur;
- d) that the health or safety of any individual has been, is being or is likely to be endangered;
- e) that the environment has been, is being or is likely to be damaged;
- f) that an unlawful or otherwise improper use of funds or resources of a public body, or of other public money, has occurred, is occurring or is likely to occur;
- g) that an act or omission by or on behalf of a public body is oppressive; and
- h) discriminatory or grossly negligent or constitutes gross mismanagement, or that



information tending to show any matter falling within any of the preceding paragraphs has been, is being or is likely to be concealed or destroyed.

**C) DISCLOSURE CRITERIA**

The disclosure must be where the employee believes

- a) that the disclosure relates to a relevant wrongdoing as defined in B) above.
- b) that the information disclosed, and any allegation contained in it, are substantially true.

If these criteria are fulfilled, the employee is not liable for damages by making a protected disclosure and nor shall they be penalised by their employer for having done so.

**D) PROCEDURE FOR MAKING A DISCLOSURE**

If you so wish you must in the first instance report any concerns you may have to the Station Manager who will treat the matter with complete confidence, and your identity will remain protected.

Only where you reasonably believe that the relevant wrongdoing which the disclosure tends to show relates solely or mainly

- a) to the conduct of a person other than your employer, or
- b) to something for which a person other than your employer has legal responsibility

should you raise the matters with a person not affiliated with our Organisation, e.g. the Gardai, a Legal Advisor, the Minister, Revenue, Health and Safety Authority or Social Services Department.

**E) GENERAL NOTES**

We encourage you to use the procedure if you are concerned about any wrong doing at work. However, if the procedure has not been invoked in good faith (e.g. for malicious reasons or in pursuit of a personal grudge), then it will make you liable to immediate termination of employment or such lesser disciplinary sanction as may be appropriate in the circumstances.



# COMMUNICATIONS POLICY

## **A) E-MAIL AND INTERNET POLICY**

### **1. Introduction**

The purpose of the Internet and E-mail policy is to provide a framework to ensure that there is continuity of procedures in the usage of Internet and E-mail within the Company. The Internet and E-mail system have established themselves as an important communications facility within the Company and have provided us with contact with professional and academic sources throughout the world. Therefore, to ensure that we are able to utilise the system to its optimum we have devised a policy that provides maximum use of the facility whilst ensuring compliance with the legislation throughout. Company E-mail and internet facilities are monitored on a regular basis. Excessive or inappropriate use of these facilities will result in disciplinary action, up to and including dismissal.

### **2. Internet**

Where appropriate duly authorised staff are encouraged to make use of the Internet as part of their official and professional activities. Attention must be paid to ensuring that published information has relevance to normal professional activities before material is released in the Company name. Where personal views are expressed a disclaimer stating that this is the case should be clearly added to all correspondence. The intellectual property right and copyright must not be compromised when publishing on the Internet. The availability and variety of information on the Internet has meant that it can be used to obtain material reasonably considered to be offensive. The use of the Internet to access and/or distribute any kind of offensive material, or non-related employment issues, leave an individual liable to disciplinary action which could lead to dismissal. These provisions apply to internet usage on Company mobile phones also.

### **3. E-Mail**

The use of the E-Mail system is encouraged as its appropriate use facilitates efficiency. Used correctly it is a facility that is of assistance to employees. Inappropriate use however causes many problems including distractions, time wasting and legal claims. The procedure sets out the Company's position on the correct use of the E-Mail system.

### **4. Procedures - Authorised Use**

- a) Unauthorised or inappropriate use of the E-Mail system may result in disciplinary action which could include summary dismissal.
- b) The E-Mail system is available for communication and matters directly concerned with the legitimate business of the Company. Employees using the E-Mail system should give particular attention to the following points:-





- i) all E-mail messages comply with Company communication standards.
- ii) E-Mail messages and copies should only be sent to those for whom they are particularly relevant.
- iii) E-Mail should not be used as a substitute for face to face communication or telephone contact. Flame mails (i.e. E-Mails that are abusive) must not be sent. Hasty messages sent without proper consideration can cause upset, concern or misunderstanding.



- iv) if E-Mail is confidential the user must ensure that the necessary steps are taken to protect confidentiality. The Company will be liable for infringing copyright or any defamatory information that is circulated either within the Company or to external users of the system.
- v) offers or contracts transmitted by E-Mail are as legally binding on the Company as those sent on paper.
- c) The Company will not tolerate excessive use of the E-Mail/Internet system for personal use, and should not be used for unofficial or inappropriate purposes, including:-
  - i) any messages that could constitute bullying, harassment or other detriment.
  - ii) personal use where this interferes with work (e.g. social invitations, personal messages, blogging, jokes, cartoons, downloading music/films/clips chain letters, buying or selling of goods, accessing social networking sites or other private matters).
  - iii) use of social networking sites during your working hours is strictly forbidden. Due to the lack of confidentiality of these sites contact with clients/customers or their employees outside your working hours must not make reference to Raidio Corca Baiscinn or discuss business related to Raidio Corca Baiscinn. Failure to abide by this policy may lead to disciplinary action which could result in your dismissal depending on the seriousness of the breach.
  - iv) on-line gambling.
  - v) accessing or transmitting pornography.
  - vi) transmitting copyright information and/or any software available to the user.
  - vii) posting confidential information about other employees, the Company or its customers or suppliers.

## **B) VIRUS PROTECTION PROCEDURES**

In order to prevent the introduction of virus contamination into the software system the following must be observed:-

- a) Unauthorised software including public domain software, magazine cover disks/CDs



or Internet/World Wide Web downloads must not be used.

- b) All software must be virus checked using standard testing procedures before being used.

**C) STATEMENTS TO THE MEDIA**

Any statements to reporters from newspapers, radio, television, etc. in relation to our business will be given only by the Station Manager.

**D) USE OF SOCIAL NETWORKING SITES**

Any work related issue or material that could identify an individual who is a customer/client or work colleague, which could adversely affect the company a customer/client or our relationship with any customer/client must not be placed on a social networking site. This means that work related matters, must not be placed on any such site at any time either during or outside of working hours and includes access via any computer equipment, mobile phone or PDA.

**E) USE OF SOCIAL NETWORKING SITES FOR COMPANY BUSINESS**

It may be a requirement of your role that you must use social networking sites to promote and further the development of the business. Any work or material created during the course of your employment remains the property of the Company, and is inclusive of any pages or contacts obtained on non-work computers or outside of normal working hours. Upon termination of your employment you will be required to turn over all contacts obtained via social media outlets and delete any profiles created by you under the heading of Raidio Corca Baiscinn during the course of your employment.

**F) ABUSE OF ANY SOCIAL NETWORKING PROFILES**

The Company takes its responsibility towards its employees very seriously, and in light of this all employees should be aware that it will be considered an offence to abuse another employee's social networking profile on Company time, by using Company equipment, or which implicates the Company in any way. Abuse of social networking profiles is considered to be the posting of offensive comments, pictures, links or otherwise on any employee's social networking profile/page.

As an employee you should not access social networking sites during working hours, however if accessing these pages on designated rest breaks or outside of working hours you should not put yourself in a position where your profile is susceptible to hacking by any employee.



Any employee who is found to have abused any employee's account may be in breach of the Company's Harassment and/or Equality policies and may be subject to disciplinary action, up to and including dismissal.

**G) *USE OF COMPUTER EQUIPMENT***

In order to control the use of the Company's computer equipment and reduce the risk of contamination the following will apply:-

- a) The introduction of new software must first of all be checked and authorised by a nominated senior member of the Company before general use will be permitted.
- b) Only authorised staff should have access to the Company's computer equipment.
- c) Only authorised software may be used on any of the Company's computer equipment.
- d) Only software that is used for business applications may be used.
- e) No software may be brought onto or taken from the Company's premises without prior authorisation.
- f) Unauthorised access to the computer facility will result in disciplinary action.
- g) Unauthorised copying and/or removal of computer equipment/software will result in disciplinary action, such actions could lead to dismissal.

**H) *COMPANY'S RIGHT OF ACCESS***

Please note that we reserve the right and will exercise the right, when appropriate, to review, audit, intercept, archive, access and disclose all messages created, received or sent over the computer system. If requested you are obliged to provide the Station Manager with all passwords for your computer system.

**I) *COMMUNICATIONS***

We will try to keep you informed about items of interest by means of our notice board. You should use this, if you wish (with permission), to promote any particular item of interest to other employees.

**J) *MAIL***

All mail received by us will be opened, including that addressed to employees. Private mail, therefore, should not be sent care of our address. No private mail may be posted at



our expense except in those cases where a formal re-charge arrangement has been made.

**K) TELEPHONE CALLS/MOBILE PHONES**

Telephones are essential for our business. Personal telephone calls are allowed only in the case of emergency and with the prior permission of the Station Manager.

Personal mobile phones should be switched off during working hours and used only during authorised breaks.

**L) CALL RECORDING AND MONITORING**

Calls may be recorded and recorded for quality purposes and may be used for training and development. Calls or transcripts may also be used as part of the disciplinary or capability process.

## STANDARDS

**A) WASTAGE**

1. We maintain a policy of "minimum waste" which is essential to the cost-effective and efficient running of all our operations.
2. You are able to promote this policy by taking extra care during your normal duties by avoiding unnecessary or extravagant use of services, time, energy, etc., and the following points are illustrations of this:-
  - a) Handle machines, equipment and stock with care.
  - b) Turn off any unnecessary lighting and heating. Keep doors closed whenever possible and do not allow taps to drip.
  - c) Ask for other work if your job has come to a standstill.
  - d) Start with the minimum of delay after arriving for work and after breaks.
3. The following provision is an express written term of your contract of employment:-
  - a) Any damage to vehicles, stock or property (including non-statutory safety equipment) that is the result of your carelessness, negligence or deliberate vandalism will render you liable to pay the full or part of the cost of repair or replacement.
  - b) Any loss to us that is the result of your failure to observe rules, procedures or



instruction, or is as a result of your negligent behaviour or your unsatisfactory standards of work will render you liable to reimburse to us the full or part of the cost of the loss.

- c) In the event of an at fault accident whilst driving one of our vehicles you may be required to pay the cost of the insurance excess.
- 4. In the event of failure to pay, we have the contractual right to deduct such costs from your pay.
- 5. The recovery of any monies owed by you does not preclude the Company from initiating disciplinary action relating to the offence.

**B) STANDARDS OF DRESS**

As you are liable to come into contact with customers and members of the public, it is important that you present a professional image with regard to appearance and standards of dress. Where a uniform is provided, it must be worn at all times whilst at work and laundered on a regular basis. Where a uniform is not provided, you should wear clothes appropriate to your job responsibilities, and they should be kept clean and tidy at all times.

**C) HOUSEKEEPING**

Both from the point of view of safety and of appearance, work areas must be kept clean and tidy at all times.

**D) COMPANY PROPERTY**

Use of such property for any purpose other than normally defined duties is not permitted. Property of any type is not to be taken away from the premises unless with prior approval. You must immediately notify the appropriate member of Management of any damage to property or premises.

**E) COMPANY TOOLS/EQUIPMENT**

The Company provides you with equipment necessary to carry out your duties. You should keep this in good repair and secure at all times. You must report any lost or mislaid equipment to the Station Manager. You must return Company equipment upon termination of employment by either party. Failure to do so will result in a deduction to cover the cost of equipment being made from monies due to you. This is an express written term of your contract of employment.

**F) BEHAVIOUR AT WORK**



1. You should behave with civility towards fellow employees, and no rudeness will be permitted towards members of the public. Objectionable or insulting behaviour or bad language will render you liable to disciplinary action.
2. You should use your best endeavours to promote the interests of the business and shall, during normal working hours, devote the whole of your time, attention and abilities to the business and its affairs.
3. Any involvement in activities which could be construed as being in competition with us is not allowed.

All reasonable instructions from the Station Manager are to be carried out.

**J) BEHAVIOUR OUTSIDE OF WORK**

Because the business demands employees of the highest integrity we have the right to expect you to maintain these standards outside of working hours. Activities that result in adverse publicity to ourselves, or which cause us to lose faith in your integrity, may give us grounds for your dismissal.

## GREEN OFFICE POLICY AND PROCEDURES

**A) STATEMENT OF POLICY**

We at Raidio Corca Baiscinn strive to promote good practice in all its work. Whilst we do not have an environmental remit, we recognise that we have environmental responsibilities and therefore operate our office, as far as practicable, in a way that conserves the natural environment.

**B) PROCEDURES**

1. General Principles

The purpose of this internal document is to provide guidance to all those who work at Raidio Corca Baiscinn whether on a voluntary or paid basis on how to minimise the organisation's impact on the natural environment.

2. Responsibility

The Station Manager is responsible for ensuring that the policy and the procedures in this





document are implemented efficiently and effectively. All other staff and/or volunteers are expected to facilitate this process.

3. Measures

These procedures list the measures which must be taken in order to fulfil the policy.

**C) CONSUMPTION: USE LESS**

1. Lighting

Switch off lights if the office is unoccupied or when natural light is showing. Wherever possible, use energy efficient light bulbs.

2. Temperature

Only switch heaters on if the office is cold and occupied. Only use electric fans if the room temperature cannot be lowered by opening windows and closing blinds.

3. Electrical Equipment

Switch off electrical equipment when not in use.

4. Paper and Card

Always use paper and card on both sides. Make double sided computer prints and use the draft printing option wherever possible. Make double sided photocopies. Produce notepads out of scrap paper and these notepads should be used at all times.

5. Water

Minimise the amount of water used to clean the office and washing up must be done.

**D) WASTE: MINIMISE AND RECYCLE**

1. Stationery

Reduce stationery wherever possible. Remove reusable items or parts before disposing of any waste.

2. Recycling

Use recyclable goods in preference to disposable alternatives. Recycle paper, metal, glass, plastics, organics and any other goods, if there are feasible collections or disposal points.



## SAFETY, WELFARE AND HYGIENE

### **A) SAFETY**

1. You should make yourself familiar with our Health and Safety Policy and your own health and safety duties and responsibilities, as shown separately.
2. You must not take any action which could threaten the health or safety of yourself, other employees, customers or members of the public.
3. Protective clothing and other equipment which may be issued for your protection because of the nature of your job must be worn and used at all appropriate times. Failure to do so could be a contravention of your health and safety responsibilities. Once issued, this protective wear/equipment is your responsibility.
4. You should report all accidents at work, no matter how minor in the accident book, which can be found in the office.
5. The Company firmly believes in the importance of providing a healthy and safe environment for customers and staff. The Company wholly accepts the aims and provisions of health and safety legislation and recognises that foremost in its duties and responsibilities to its employees is the need to provide and maintain safe, healthy and hygienic working conditions and practices. The Company considers all levels of staff share their responsibility.
6. It is the duty of every individual employee to take every reasonable care for the health and safety of himself/herself and of other persons who may be affected by his/her acts or omissions at work. It is the legally enforceable duty of all employees to co-operate with their Company in achieving compliance with health and safety legislation.

### **B) REFRESHMENT MAKING FACILITIES**

We provide refreshment making facilities for your use, which must be kept clean and tidy at all times. The refreshment making facilities may only be used during authorised breaks.

### **C) BATHROOM/TOILET**

We provide a bathroom/toilet for your use, which must be kept clean and tidy at all times.

### **D) SMOKING POLICY**

There is a statutory ban on smoking in the workplace. This extends to electronic cigarettes.



**E) HYGIENE**

1. Any exposed cut or burn must be covered with a first-aid dressing.
2. If you are suffering from an infectious or contagious disease or illness such as rubella or hepatitis you must not report for work without clearance from your own doctor.
3. Contact with any person suffering from an infectious or contagious disease must be reported before commencing work.

**F) CLIENTS/CUSTOMERS PREMISES**

Whilst visiting or working at any of our clients/customers premises, you must ensure that you are aware of and strictly comply with all of their rules and requirements e.g. security, health and safety, smoking, parking, etc.

**G) ALCOHOL & DRUGS POLICY**

Under legislation we, as your employer, have a duty to ensure so far as is reasonably practicable, the health and safety and welfare at work of all our employees and similarly you have a responsibility to yourself and your colleagues. The use of alcohol and drugs may impair the safe and efficient running of the business and/or the health and safety of our employees.

The effects of alcohol and drugs can be numerous:-  
(these are examples only and not an exhaustive list)

- a. absenteeism (e.g. unauthorised absence, lateness, excessive levels of sickness, etc.)
- b. higher accident levels (e.g. at work, elsewhere, driving to and from work)
- c. work performance (e.g. difficulty in concentrating, tasks taking more time, making mistakes, etc.).

Where the Company has a reasonable belief that you are under the influence of some form of intoxicants it may at its discretion send you home for the remainder of the day without pay. This is not considered a form of disciplinary action but is done solely in the interests of the Health and Safety of you, your work colleagues and any customers or third parties.

If your performance or attendance at work is affected as a result of alcohol or drugs, or we



believe you have been involved in any drug related action/offence, you may be subject to disciplinary action and, dependent on the circumstances, this may lead to your dismissal.

**H) *FITNESS FOR WORK***

If you arrive for work and, in our opinion, you are not fit to work, we reserve the right to exercise our duty of care if we believe that you may not be able to undertake your duties in a safe manner or may pose a safety risk to others, and send you away for the remainder of the day with or without pay and, dependant on the circumstances, you may be liable to disciplinary action.

## **LONE WORKER POLICY**

**A) *INTRODUCTION***

Due to the nature of your position with us, it will be necessary for you to work alone on our premises or when visiting any of our clients and it is important that you take the necessary steps to ensure your personal safety at all times.

**B) *WORKING ALONE ON OUR PREMISES***

You should ensure that all visitors to our premises sign the visitor's book when entering and leaving the building.

Employees should only be alone in the building when absolutely necessary.

There should be no face-to-face client contact when working alone in the building.

During any telephone contact when working alone, you should not disclose the fact you are alone.

All doors should be locked at all times when you are working alone.

The intercom system must be used and you should not answer the door if you are unsure of your safety.

You should check that the building is empty when you leave.

You should notify a colleague of the time you expect to leave the building and inform them if this differs.



Any problems re: building, alarm, etc. must be reported to the Station Manager.

**C) VISITING OTHER BUSINESSES**

You should always ensure that we are aware of the address of any associated businesses that you are visiting and the time and expected duration of the meeting. You ensure that you have notified the Station Manager of the details in advance of your visit.

## WORKING AT HOME POLICY

**A) INTRODUCTION**

Your working environment and working practices are subject to the same working standards that are applied to the Company's offices regarding confidentiality, access to Company documents and Health and Safety.

If on any occasion Company documents are used in the course of working at home, precautions must be taken to ensure third parties (including members of your family, visitors or other persons visiting or residing on your home) do not become aware of any information which is confidential. Information must not be left unattended when you are working and when materials are not in use they must be kept locked away in a secure place. Similar precautions must be taken when transporting documents in the course of your work.

Working at home, will be at the discretion of Áine or the Board. Any employee working at home must have prior authorisation. It will be usually discussed at recruitment stage and the arrangement will be monitored by your supervisor on an ongoing basis.

**B) CONFIDENTIALITY**

1. All Company business information is regarded as confidential. Customer and staff information held or known by yourself is subject to the provisions of the Data Protection Act 1988, Data Protection (Amendment) Act 2003. Therefore you must take steps to protect Company records at all times against loss, unauthorised access, alteration or destruction.
2. You are required to take special care to secure all records and to prevent unauthorised disclosure of any Company or other business information. Customer or customer contact



information is particularly sensitive as customers have a legal right to expect personal information held about them to be held in utmost confidence. On behalf of the Company it is your legal obligation to ensure these rights are protected.

3. Precautions must be taken to ensure third parties, including members of your family, visitors or other persons visiting or residing in your home do not become aware of any information which is confidential. Information must not be left unattended when you are working and when materials are not in use they should be locked away in a secure place. Similar precautions must be taken when transporting documents in the course of your work.
4. If you have any reason to believe that Company information is lost, altered or has been accessed by any unauthorised person, you must report this to your Manager without delay.
5. Use of any computer equipment owned by the Company, its software and computer discs is limited to yourself alone and to business applications. Peripheral equipment such as printer and modem may not be connected to any of the Company's computers other than those issued to you by the Company. Information personal to you should not be stored on the computer.

#### **C) ACCESS TO YOUR HOME**

The Company's representatives have the right, on request, to visit and gain access to that area of your home you use for your workplace in order to:-

- a. review, inspect or remove any of our property, documents, records or other information relating to our business and your work for us.
- b. to conduct an audit of health and safety provisions.



**D) HOME DETAILS**

Your Manager must be informed immediately of any actual or potential changes to:-

- a. your address;
- b. occupancy of the property by yourself and/or others;
- c. telephone communications with the property; and
- d. any other changes relevant to the use of your home as your work base.

## **SECTION 3**

### **CAPABILITY AND COMPETENCE**

#### **A) INTRODUCTION**

We recognise that during your employment with us your capability or competence to carry out your duties may deteriorate. This can be for a number of reasons, the most common ones being that either the job changes over a period of time and you fail to keep pace with the changes, or you change (most commonly because of health reasons) and you can no longer cope with the work.

#### **B) JOB CHANGES**

1. If the nature of your job changes we will make every effort to ensure that you understand the level of performance expected of you and that you receive adequate training and supervision. If we have concerns regarding your capability these will be discussed in an informal manner and you will be given time to improve.
2. If your standard of performance is still not adequate you will be invited to a formal meeting and may be issued with a verbal warning. Failure to improve and to maintain the performance required could lead to a further warning in writing.
3. If your standard of performance is still not adequate you will be invited to a subsequent formal meeting and the outcome could be a warning in writing that a failure to improve and to maintain the performance required could lead to a further final warning. We will also consider the possibility of a transfer to more suitable work if possible.
4. If there is still no improvement after a reasonable time, you will be issued with a final warning that you will be dismissed unless the required standard of performance is achieved and maintained if we cannot transfer you to more suitable work.
5. If such improvement is not forthcoming after an agreed period of time, you will be dismissed.
6. Every effort will be made in between meetings to set out achievable targets and objectives and you will be fully aware of the level of performance expected of you.
7. We reserve the right to take into account an employee's length of service and to vary the procedures accordingly. If you have a short amount of service you may not be in receipt of





## DISCIPLINARY RULES AND PROCEDURES

any formal warnings before dismissal. However you will retain the right to a formal disciplinary hearing, the right of representation and the right to appeal.

### **C) *PERSONAL CIRCUMSTANCES***

1. Personal circumstances may arise in the future which do not prevent you from attending for work but which prevent you from carrying out your normal duties (e.g. a lack of dexterity or general ill health). If such a situation arises, we will normally need to have details of your medical diagnosis and prognosis so that we have the benefit of expert advice. Under normal circumstances this can be most easily obtained by asking your own doctor for a medical report. Your permission is needed before we can obtain such a report and we will expect you to co-operate in this matter should the need arise. When we have obtained as much information as possible regarding your condition and after consultation with you, a decision will be made about your future employment with us in your current role or, where circumstances permit, in a more suitable role.
2. There may also be personal circumstances which prevent you from attending work, either for a prolonged period(s) or for frequent short absences. Under these circumstances we will need to know when we can expect your attendance record to reach an acceptable level and again this can usually be most easily obtained by asking your own doctor for a medical report. When we have obtained as much information as possible regarding your condition and after consultation with you, a decision will be made about your future employment with us in your current role or, where circumstances permit, in a more suitable role.

### **A) *INTRODUCTION***

1. It is necessary to have a minimum number of rules in the interests of the whole organisation.
2. The rules set standards of performance and behaviour whilst the procedures are designed to help promote fairness and order in the treatment of individuals. It is our aim that the rules and procedures should emphasise and encourage improvement in the conduct of individuals, where they are failing to meet the required standards, and not be a means of punishment.
3. Every effort will be made to ensure that any action taken under this procedure is fair, with you being given the opportunity to state your case and appeal against any decision that you consider to be unjust.
4. The following rules and procedures should ensure that:-
  - a) the correct procedure is used when inviting you to a disciplinary hearing;



- b) you are fully aware of the correct procedure, the standards of performance, action and behaviour required of you;
- c) disciplinary action, where necessary, is taken speedily and in a fair, uniform and consistent manner;
- d) On occasion it may be necessary for the company to conduct an investigation meeting to clarify a particular incident or occurrence prior to any potential disciplinary hearing. The purpose of this investigatory meeting is to establish the facts about a particular incident or occurrence, and the details of which will remain completely confidential. The investigation will be carried out by a designated member of the Management team or, if necessary, in the case of any possible conflict of interest, an agreed external third party. In either case, the person nominated will have appropriate training and experience and be familiar with the procedures involved. The designated investigator will meet with you and any witnesses or other relevant persons individually. The person investigating the complaints will make every effort to carry out and complete the investigation as quickly as possible. This investigation meeting itself should not be interpreted as a disciplinary hearing as no disciplinary sanction would ever be issued on foot of an investigatory meeting. Instead, the facts established in an investigatory meeting may be used to identify whether or not a formal disciplinary hearing ought to be conducted;
- e) on some occasions temporary suspension on contractual pay may be necessary in order that an uninterrupted investigation can take place. This must not be regarded as disciplinary action or a penalty of any kind;
- f) other than for an "off the record" informal reprimand, you have the right to be accompanied by a fellow employee or Trade Union Representative, who may act as a witness or speak on your behalf, at all stages of the formal disciplinary process. However, they are not there to answer questions on your behalf. In addition, in line with the Code of Practice for Disciplinary and Grievance Procedures, there is no provision for legal representation at any stage of the disciplinary process.;
- g) you will not normally be dismissed for a first breach of discipline, except in the case of gross misconduct or SOSG (some other substantial grounds);
- h) you will only be disciplined after careful investigation of the facts and the opportunity to present your side of the case at a disciplinary hearing; and
- i) if you are disciplined, you will receive an explanation of the penalty imposed and you will have the right to appeal against the finding and the penalty.

## **B) DISCIPLINARY RULES**

It is not practicable to specify all disciplinary rules or offences which may result in disciplinary action, as they may vary depending on the nature of the work. In addition to the specific examples of minor misconduct, major misconduct and gross misconduct shown in this handbook, a breach of other conditions, procedures, rules, etc. within this handbook will also result in the disciplinary procedure being used to deal with such matters.



**C) RULES COVERING MINOR MISCONDUCT**

(these are examples only and not an exhaustive list)

You will be liable to disciplinary action if you are found to have acted in any of the following ways:-

- a. failure to abide by the general health and safety rules and procedures;
- b. persistent absenteeism and/or lateness;
- c. unsatisfactory standards or output of work; and
- d. unauthorised use or negligent damage or loss of our property.

**D) RULES COVERING MAJOR MISCONDUCT**

(these are examples only and not an exhaustive list)

- a. rudeness towards customers, members of the public or other employees, objectionable or insulting behaviour or bad language;
- b. failure to devote the whole of your time, attention and abilities to our business and its affairs during your normal working hours;
- c. failure to carry out all reasonable instructions or follow our rules and procedures;
- d. unauthorised use of Company E-mail and Internet facilities;
- e. failure to report immediately any damage to property or premises caused by you; and
- f. failure to comply with normal safety procedures.



**E) RULES COVERING GROSS MISCONDUCT**

(these are examples only and not an exhaustive list)

You will be liable to summary dismissal if you are found to have acted in any of the following ways:-

- a. grossly indecent or immoral behaviour, deliberate acts of unlawful discrimination or serious acts of harassment;
- b. dangerous behaviour, fighting or physical assault;
- c. incapacity at work or poor performance caused by intoxicants, drugs, prescribed drugs and over the counter medication;
- d. attendance at work whilst under the influence of any intoxicating substance, irrespective of incapacity or the amount taken. The Company operates a zero tolerance policy in respect of intoxicants;
- e. possession, supply or use of illicit drugs;
- f. deliberate falsification of any records (including time sheets, absence records and so on, in respect of yourself or any fellow employee);
- g. undertaking private work on the premises and/or in working hours without express permission;
- h. working in competition with us;
- i. taking part in activities which result in adverse publicity to ourselves, or which cause us to lose faith in your integrity;
- j. theft or unauthorised possession of money or property, irrespective of value, whether belonging to us, another employee, or a third party;
- k. destruction/sabotage of our property, any property on the premises;
- l. serious breaches of health and safety rules that endanger the lives of employees or any other person;
- m. interference with or misuse of any equipment for use at work that may cause harm;
- n. gross insubordination and/or continuing refusal to carry out legitimate instructions;
- o. abuse of the personal harassment policy;



- p. smoking in breach of Company policy/designated non-smoking areas;
- q. unauthorised consumption of alcohol on the premises;
- r. Any action, inaction or wrongdoing committed by you during the course of your employment that would result in a financial loss to the Company;
- s. Any action, inaction or wrongdoing committed by you, outside of normal working hours that, had you been in employment, would be considered to be gross misconduct; and
- t. Deliberately bringing a complaint against a fellow employee that you know to be false or malicious.

#### **F) DISCIPLINARY PROCEDURE**

1. Disciplinary action taken against you will be based on the following procedure:-

<i>OFFENCE</i>	<i>FIRST OCCASION</i>	<i>SECOND OCCASION</i>	<i>THIRD OCCASION</i>	<i>FOURTH OCCASION</i>
<i>MINOR MISCONDUCT</i>	Formal verbal warning	Written warning	Final written warning	Dismissal

\*\*\*\*\*

#### **MAJOR MISCONDUCT**

<i>EITHER</i>	Written warning	Final written warning	Dismissal
<i>OR</i>	Final written warning	Dismissal	

\*\*\*\*\*

#### **GROSS MISCONDUCT**

Dismissal

\*\*\*\*\*



2. We retain discretion in respect of the disciplinary procedures to take account of your length of service and to vary the procedures accordingly. If you have a short amount of service you may not be in receipt of any warnings before dismissal but you will retain the right to a disciplinary hearing and you will have the right of appeal.
3. If a disciplinary penalty is imposed it will be in line with the procedure outlined above, which may encompass a formal verbal warning, written warning, final written warning, or dismissal, and full details will be given to you. All warnings will be effective from the date they are initially communicated to you in writing. Warnings will be issued in accordance with the Company's disciplinary procedures, and will be for corrective purposes.
4. In all cases warnings will be issued for misconduct, irrespective of the precise matters concerned, and any further breach of the procedure in relation to similar or entirely independent matters of misconduct will be treated as further disciplinary matters and allow the continuation of the disciplinary process through to dismissal if the warnings are not heeded.
5. We reserve the right at our discretion the authority to bypass any step in the disciplinary process if we feel that the severity of the action warrants it. We will be fair in the application of such discretion.



**G) DISCIPLINARY AUTHORITY**

The operation of the disciplinary procedure contained in the previous section is based on the following authority at the various levels of disciplinary action. However, the list does not prevent a higher level of seniority or nominated person progressing any action at whatever stage of the disciplinary process.

Formal verbal warning	the Station Manager
Written warning	the Station Manager
Final written warning	the Station Manager
Dismissal	the Station Manager

**H) PERIOD OF WARNINGS**

1. Formal verbal warning

A formal verbal warning will normally be disregarded after a six month period.

2. Written warning

A written warning will normally be disregarded after a 12 month period.

3. Final written warning

A final written warning will normally be disregarded after a 12 month period.

**I) EXTENDED WARNINGS**

The Company may extend, at its discretion, a final written warning if in its opinion the employee has not reached the required standard following a disciplinary process but has shown some improvement.

**J) SPENT WARNINGS**

A “spent” warning forms part of an employee’s history and cannot be used to accelerate the disciplinary procedure to the next level warning. However in certain limited circumstances it may be used in consideration of the employees total work history,



especially where any future offences or incidents are related.

**K) GENERAL NOTES**

1. If you are in a supervisory or managerial position then demotion to a lower status may be considered as an alternative to dismissal except in cases of gross misconduct.
2. In exceptional circumstances, suspension from work without pay for up to five days as an alternative to dismissal (except dismissal for gross misconduct) may be considered by the person authorised to dismiss.
3. Gross misconduct offences will result in dismissal without notice.
4. You have the right to appeal against any disciplinary action.





## DISCIPLINARY APPEAL PROCEDURE

1. The disciplinary rules and procedures which form part of your contract of employment incorporate the right to lodge an appeal in respect of any disciplinary action taken against you.
2. If you wish to exercise this right you should apply, preferably in writing, to the person, within five days, indicated in your individual Statement of Main Terms of Employment (Form SMT) or nominated person if deemed more appropriate. From time to time it may be necessary to appoint an external person to hear an appeal; such an appointment will be deemed a last resort and only used where absolutely necessary. Should it be deemed necessary to engage an external person to hear an appeal, all such hearings carried out will be in accordance with the Terms of Reference.
3. Any disciplinary penalty imposed on you, as a result of the Company's disciplinary procedures, will be effective from the date the penalty was initially imposed.
4. An appeal against a formal warning or dismissal should give details of why the penalty imposed is either too severe, inappropriate or unfair in the circumstances.
5. The disciplinary appeal procedure will normally be conducted by a member of staff not previously connected with the disciplinary process so that an independent decision into the severity and appropriateness of the disciplinary action can be made.
6. If you are appealing on the grounds that you have not committed the offence then your appeal may take the form of a complete re-hearing and reappraisal of all matters so that the person who conducts the appeal can make an independent decision before deciding to grant or refuse the appeal.
7. You may be accompanied at the appeal hearing by a fellow employee of your choice or an authorised trade union representative, who may act as a witness or speak on your behalf, and the result of the appeal will be made known to you in writing within five working days after the hearing. This decision is final.



## GRIEVANCE PROCEDURE

1. It is important that if you feel dissatisfied with any matter relating to your work you should have an immediate means by which such a grievance can be aired and resolved.
2. Nothing in this procedure is intended to prevent you from informally raising any matter you may wish to mention. Informal discussion can frequently solve problems without the need for a written record but if you wish your grievance to be formally recorded and investigated, please make this clear at the outset.
3. If you feel aggrieved at any matter relating to your work (except personal harassment, for which there is a separate procedure following this section), you should:-
  - a) first raise the matter with the person specified in your Statement of Main Terms of Employment (Form SMT) in writing, or if the matter relates to this person, another nominated person. From time to time it may be necessary to appoint an external person to investigate any grievance matter; such an appointment will be deemed a last resort and only used where absolutely necessary. Should it be deemed necessary to engage an external person to investigate a grievance, all such investigations carried out will be in accordance with the Terms of Reference.
  - b) explain fully the nature and extent of your grievance. If you wish, a fellow employee can be present with you to help you to explain the situation more clearly.
4. If the problem has not been resolved within ten working days you should agree a further time at which the matter will be discussed with a view to resolution. A decision reached at this meeting is final.



## REDUNDANCY POLICY

1. Should circumstances arise where redundancy is seen to be a possibility the Company will ensure it complies with relevant legislation and look where possible to
  - a) reduce overtime to a workable minimum; and
  - b) investigate measures, such as short-time working, reduced working week and/or lay off (without pay), as a means of avoiding redundancies.
2. If redundancies cannot be avoided, consideration may be given to applications for voluntary redundancy, where appropriate. It may not be possible to accept every application for voluntary redundancies depending on the requirements of the business. If the selection of employees for redundancy becomes necessary, any criteria for selection will be discussed with you at the time where possible. At all times the overriding consideration will be the future viability of the business and we reserve the right to deviate from this policy where deemed necessary.

## EQUAL OPPORTUNITIES POLICY

### **A) STATEMENT OF POLICY**

1. We recognise that discrimination is unacceptable and although equality of opportunity has been a long standing feature of our employment practices and procedures, we have made the decision to adopt a formal equal opportunities policy. Breaches of the policy will lead to disciplinary proceedings and, if appropriate, disciplinary action.
2. The aim of the policy is to ensure no job applicant or employee is discriminated against either directly or indirectly on the grounds of gender, civil status, family status, sexual orientation, religious belief, age, disability, race or membership of the traveller community.
3. We will ensure that the policy is circulated to any agencies responsible for our recruitment and a copy of the policy will be made available for all employees and made known to all applicants for employment.
4. The policy will be communicated to all private contractors reminding them of their responsibilities towards the equality of opportunity.
5. The policy will be implemented in accordance with the appropriate statutory requirements and full account will be taken of all available guidance and in particular any relevant Codes of Practice.
6. We will maintain a neutral working environment in which no worker feels under threat or intimidated.

### **B) RECRUITMENT AND SELECTION**

1. The recruitment and selection process is crucially important to any equal opportunities policy. We will endeavour through appropriate training to ensure that employees making selection and recruitment decisions will not discriminate, whether consciously or unconsciously, in making these decisions.
2. Promotion and advancement will be made on merit and all decisions relating to this will be made within the overall framework and principles of this policy.
3. Job descriptions, where used, will be revised to ensure that they are in line with our equal opportunities policy. Job requirements will be reflected accurately in any personnel specifications.
4. We will adopt a consistent, non-discriminatory approach to the advertising of vacancies.
5. We will not confine our recruitment to areas or media sources which provide only, or mainly, applicants of a particular group.



6. All applicants who apply for jobs with us will receive fair treatment and will be considered solely on their ability to do the job.
7. All employees involved in the recruitment process will periodically review their selection criteria to ensure that they are related to the job requirements and do not unlawfully discriminate.
8. Short listing and interviewing will be carried out by more than one person where possible.
9. Interview questions will be related to the requirements of the job and will not be of a discriminatory nature.
10. We will not disqualify any applicant because he/she is unable to complete an application form unassisted unless personal completion of the form is a valid test of the standard of English required for the safe and effective performance of the job.
11. Selection decisions will not be influenced by any perceived prejudices of other staff.

**C) TRAINING AND PROMOTION**

1. Senior staff will receive training in the application of this policy to ensure that they are aware of its contents and provisions.
2. All promotion will be in line with this policy.

## PERSONAL HARASSMENT POLICY AND PROCEDURE

### **A) INTRODUCTION**

1. Many people in our society are victimised and harassed as a result of their gender, civil status, family status, sexual orientation, religion, age, disability, race or membership of the traveller community.
2. Bullying in the workplace is repeated inappropriate behaviour, direct or indirect, whether verbal, physical or otherwise, conducted by one or more persons against another or others, at the place of work and/or in the course of employment, which could be regarded as undermining the individual's right to dignity at work.
3. Personal Harassment, unlike bullying, can consist of one single act in certain circumstances. Harassment is defined as any act or conduct including spoken words, gestures or the production, display or circulation of written words, pictures or other material if the action or conduct is unwelcome to the employee and could reasonably be regarded as offensive, humiliating or intimidating and has the purpose or effect of violating that employee's dignity.
4. Personal harassment takes many forms ranging from tasteless jokes and abusive remarks to pestering for sexual favours, threatening behaviour and actual physical abuse. Whatever form it takes, personal harassment is always serious and is totally unacceptable.
5. Sexual harassment covers acts, requests or conduct which could reasonably be regarded as being offensive, humiliating or intimidating, has the purpose or effect of violating that employee's dignity and are in fact unwelcome to a particular employee.
6. We recognise that personal or sexual harassment can exist in the workplace as well as outside and that this can affect employees' working lives by interfering with their job performance or by creating a stressful, intimidating and unpleasant working environment.

### **B) POLICY**

1. We deplore all forms of personal or sexual harassment and bullying and seek to ensure that the working environment is sympathetic to all our employees. The workplace environment is not confined to the business premises or normal working day and extends to conferences, external training, and work related social events.
2. We have published these procedures to inform employees of the type of behaviour that is unacceptable and provide employees who are the victims of personal harassment or bullying with a means of redress. For the sake of simplicity, the word "harassment" has been used in the remainder of this policy. However, it should be understood that, for the purpose of this policy, the examples given and the procedures to be used apply equally to the more general concept of bullying.
3. We recognise that we have a duty to implement this policy and all employees are expected



to comply with it.

4. If you are experiencing difficulties in accessing or understanding our documentation in its current form please speak to your Line Manager immediately.

**C) *EXAMPLES OF PERSONAL HARASSMENT***

Personal harassment takes many forms and employees may not always realise that their behaviour constitutes harassment. Personal harassment is unwanted behaviour by one employee towards another and examples of harassment include:

- a) insensitive jokes and pranks.
- b) lewd or abusive comments about appearance.
- c) deliberate exclusion from conversations.
- d) displaying abusive or offensive writing or material.
- e) unwelcome touching.
- f) abusive, threatening or insulting words or behaviour.
- g) the use of a mobile phone to harass, bully or intimidate.

These examples are not exhaustive and disciplinary action at the appropriate level will be taken against employees committing any form of personal harassment.

**D) *SEXUAL HARASSMENT***

1. You have a right to work in an environment which is free from sexual harassment.
2. Sexual harassment can be persistent unwanted attention which continues after the person receiving it makes it clear that they want it to stop.
3. Sexual harassment can also be a serious one-off incident.

**E) *EXAMPLES OF SEXUAL HARASSMENT***

In general, you are free to determine what behaviour is acceptable to you and other employees should respect your standards.

Examples of behaviour which can constitute sexual harassment include:

- a) Acts of physical intimacy (such as unnecessary touching, patting or pinching or



brushing against another employee's body).

- b) Requests for sexual favours.
- c) Gestures.
- d) Spoken words (such as propositions or pressure for sexual activity, continued suggestions for social activity outside the work place after it has been made clear that this is unwelcome, unwanted or offensive flirtations, suggestive remarks, innuendoes or lewd comments).
- e) The production, display or circulation of inappropriate written words, pictures or other material (for e.g. videos, etc.).
- f) Any conduct that is degrading, derogatory or intimidatory towards another employee because of his/her gender.

These examples are not exhaustive and disciplinary action at the appropriate level will be taken against employees committing any form of sexual harassment.

You are reminded that the use of email to circulate jokes, pictures, and so on, can constitute sexual harassment and are reminded that the Company may occasionally monitor emails in accordance with the Company's Communications Policy.

## ***F) COMPLAINING ABOUT PERSONAL OR SEXUAL HARASSMENT***

### **1. Informal complaint**

We recognise that complaints of personal harassment and particularly of sexual harassment can sometimes be of a sensitive or intimate nature and that it may not be appropriate for you to raise the issue through our normal grievance procedure. In these circumstances you are encouraged to raise such issues with a senior person of your choice (whether or not that person has a direct supervisory responsibility for you) as a confidential helper. This person cannot be the Station Manager. who will be responsible for investigating the matter if it becomes a formal complaint.

If you are the victim of minor harassment you should make it clear to the harasser on an informal basis that their behaviour is unwelcome and ask the harasser to stop. If you feel unable to do this verbally then you should hand a written request to the harasser, and your confidential helper can assist you in this.

### **2. Formal complaint**





Where the informal approach fails or if the harassment is more serious, you should bring the matter to the attention of the Station Manager. as a formal written complaint and again your confidential helper can assist you in this. If possible, you should keep notes of the harassment so that the written complaint can include:-

- a. the name of the alleged harasser
- b. the nature of the alleged harassment
- c. the dates and times when the alleged harassment occurred
- d. the names of any witnesses
- e. any action already taken by you to stop the alleged harassment.

On receipt of a formal complaint we will take action to separate you from the alleged harasser to enable an uninterrupted investigation to take place. We are committed to providing a full and fair investigation, which gives due sensitivity and respect to the rights of both the complainant and the alleged harasser. This may involve a temporary transfer of the alleged harasser to another work area or suspension with contractual pay until the matter has been resolved.

The person dealing with the complaint will carry out a thorough investigation in accordance with our disciplinary procedure. Those involved in the investigation will be expected to act in confidence and any breach of confidence will be a disciplinary matter.

When the investigation has been concluded, a draft report of the findings and of the investigator's proposed decision will be sent, in writing, to you and to the alleged harasser.

If you or the alleged harasser are dissatisfied with the draft report or with the proposed decision this should be raised with the investigator within five working days of receiving the draft. Any points of concern will be considered by the investigator before a final report is sent, in writing, to you and to the alleged harasser.

**G) *COMPLAINING ABOUT SEXUAL HARASSMENT***

The Procedure, detailed above, should be initiated if you believe that you are being sexually harassed by any of the following:

- a fellow employee;
- a supervisor;
- customers; or
- anybody else whom you regularly come into contact with as a result of your employment, for e.g. Company suppliers



You are encouraged to report all behaviour that you are uncomfortable with and which you feel could be sexual harassment. Each report will be investigated in accordance with this policy.

All complaints will be kept confidential as far as possible; however on receipt of a formal complaint in order to investigate the matter thoroughly the alleged harasser will be made aware of any such complaint. You will not be penalised or victimised in any way as a result of making a complaint unless following investigation it becomes clear that the complaint is malicious or vexatious by its nature.

**H) GENERAL NOTES**

1. If the report concludes that the allegation is well founded, the harasser will be subject to disciplinary action in accordance with our disciplinary procedure. An employee who receives a formal warning or who is dismissed for harassment may appeal against the disciplinary action by using our disciplinary appeal procedure.
2. If you bring a complaint of harassment you will not be victimised for having brought the complaint. However if the report concludes that the complaint is both untrue and has been brought with malicious intent, disciplinary action will be taken against you.
3. Similarly, if an employee supports a colleague in bringing a complaint of harassment or if an employee gives evidence in respect of such a complaint of harassment then that employee will not be victimised for doing so. However, where it is concluded that an employee supported a colleague's harassment claim which they knew to be false or malicious, or if the supporting employee deliberately gave factually inaccurate evidence to substantiate a colleague's harassment claim, then disciplinary action may be taken against that supporting employee, up to and including dismissal.
4. Every effort shall be made to carry out and complete the investigation as quickly and efficiently as possible, having due regard for all circumstances.

**I) DIGNITY AT WORK CHARTER/BULLYING**

We at Raidio Corca Baiscinn commit ourselves to working together to maintain a workplace environment that encourages and supports the right to dignity at work. All who work here are expected to respect the right of each individual to dignity in their working life. All will be treated equally and respected for their individuality and diversity. Bullying in any form is not accepted by us and will not be tolerated. All individuals whether employed by us or contracted by us have a duty and a responsibility to uphold this dignity at work charter.

# BULLYING PREVENTION POLICY

## **A) PURPOSE**

As part of our commitment to the fairness, dignity and respect of each employee, any form of bullying will not be tolerated by this Company. The aim of this Policy is to indicate what constitutes bullying and what action the Company will take if it becomes necessary to deal with an offence of this nature.

## **B) SCOPE**

This Policy is applicable to all employees (temporary and permanent) irrespective of length of service and includes clients and service personnel both inside and outside the work environment.

## **C) POLICY**

The Company acknowledges the right of all employees to a workplace and environment free from any form of bullying. Every member of staff has an obligation to be aware of the effects of their own behaviour on others.

Any instances of bullying will be dealt with in an effective and efficient manner. In cases where the behaviour is proved to be repeated and consistent, causing unnecessary stress and anxiety, this will be considered gross misconduct. The Company reserves the right to use the disciplinary procedure up to and including summary dismissal.

As part of this Company's code of conduct, it is imperative that all staff and suppliers respect the dignity of every colleague. Please consider the multi-cultural beliefs of all of your colleagues regarding your code of conduct, with particular reference to remarks, dress code, posters, e-mails and anything which may cause offence on the grounds of a person's gender, civil status, race, religion, family status, age, sexual orientation or disability or to a member of the traveller community.

## **D) DEFINITION**

The Task Force on the Prevention of Workplace Bullying defines bullying as:

"Repeated inappropriate behaviour, direct or indirect, whether verbal, physical or otherwise, conducted by one or more persons against another or others, at the place of work and/or in the course of employment, which could reasonably be regarded as undermining the individual's right to dignity at work. An isolated incident of the behaviour described in this definition may be an affront to dignity at work but, as a one off is not considered to be bullying".

The following are examples of the types of behaviour considered as bullying and are prohibited by the Company:



**E) VERBAL ABUSE**

- Shouting or using aggressive or obscene language, in public or in private, to humiliate or intimidate.
- Making offensive comments about the same person regularly.
- Unfair and excessive criticism.
- Ridiculing the employee in front of other employees and individuals.
- Spreading false or malicious information about the individual around the Organisation etc.
- Personal insults, name calling.
- Threatening job loss for trivial errors.

The above list is not exhaustive and only serves as a guideline to employees. Each case will be taken in isolation and dealt with in the appropriate manner.

**F) NON VERBAL ABUSE**

- Setting up a person to fail by overloading them with work or setting impossible deadlines.
- Withholding information and blaming the person for being ignorant.
- Ignoring, excluding and isolating a person.
- Blocking promotion.
- Threatening body language.
- Damaging personal belongings.
- Excessive monitoring.
- Making offensive/inappropriate comments via text messaging, email or via social networking sites.

The above list is not exhaustive and only serves as a guideline to employees. Each case will be taken in isolation and dealt with in the appropriate manner.

**G) PHYSICAL ABUSE**

- Hitting.
- Bodily contact that is abusive in nature.

The above list is not exhaustive and only serves as a guideline to employees. Each case will be taken in isolation and dealt with in the appropriate manner.

**H) PROCEDURES FOR DEALING WITH BULLYING**

**1. Informal Procedure**

An informal approach can often resolve difficult situations with the minimum of conflict and stress for the individuals involved. This in no way diminishes the issue of the effects on the individual.



If you feel you are being bullied you should attempt to explain to the alleged bully that their behaviour is unacceptable. If you find it difficult to approach the alleged bully alone then seek help and advice from the nominated contact person. He/she will listen, be supportive and explain the various options open to you.

You may ask the contact person to assist you with raising the issue with the alleged bully. The contact person will approach the alleged bully in a confidential, non-confrontational discussion to try to resolve the matter in a low-key manner.

If you decide to bypass the informal procedure, for whatever reason, and choose to go down the formal route then this will not reflect negatively on you in any way.

## **2. Formal Procedure**

If the informal approach is not appropriate, or if after using the informal procedure, the bullying continues, then the formal procedure will be invoked.

A formal written complaint must be given to the Station Manager or a member of the Management team. The complaint should only contain precise details of actual incidents of bullying.

A letter will be sent to the alleged bully to inform him/her that a formal complaint has been made against them. A copy of the complaint will be given to him/her and he/she will be given the opportunity to respond to the allegations.

An initial examination will be carried out by a designated, impartial member of Management who will determine the appropriate course of action to be taken e.g. a mediated solution or attempt to resolve the situation informally or decide if it should be progressed to a formal investigation. If these courses of action prove to be inappropriate or inconclusive, then a formal investigation of the complaint will take place to determine the facts and credibility of the allegations.

## **3. Investigation**

The investigation will be carried out by a designated member of the Management team or, if necessary, in the case of any possible conflict of interest, an agreed external third party. In either case, the person nominated should be familiar with the procedures involved. The investigation will be thorough, objective and confidential. It will be conducted with sensitivity and respect for the rights of the complainant and the alleged bully.

The designated investigator will meet with the complainant, the alleged bully and any witnesses or other relevant persons individually. The purpose of these meetings is to establish the facts about the allegations, set a timeframe, all of which will be completely confidential.



The complainant and the alleged bully have the right to be accompanied by a work colleague or employee / trade union representative.

The person investigating the complaints will make every effort to carry out and complete the investigation as quickly as possible. When the investigation is complete, a written report will be submitted to Management which will contain the findings of the investigation.

Both the complainant and the alleged bully will be given the opportunity to comment on the findings of the investigation before any action is decided by Management.

Management will inform the complainant and the alleged bully, in writing, about the findings of the investigation.

**4. Outcome**

If it is decided that the complaint is well founded then a formal interview will be conducted with the alleged bully to determine an appropriate course of action. This may include counselling, monitoring or progressing the issue through disciplinary and grievance procedures.

In the event of the findings of the investigation concluding that the complaint was untrue and was brought with a malicious or vexation intent then disciplinary action will be taken against you up to and including dismissal.



**Appendix 4 – Sample Employee Contract**

**Contract of Employment  
between**

**and**

**Raidio Corca Baiscinn (South West Clare Community Radio Ltd)  
Community Centre  
Circular Road  
Kilkee  
Co. Clare**

**Contract of Employment**

***Effective from 01/01/2015 until 31/12/2015 (\*subject to continued CSP Funding)***

**Status of Post**

You are employed with Raidio Corca Baiscinn. Your Contract start and end dates are as outlined in your offer letter and are without prejudice to the Probationary Clause. Your normal duties will be as contained in your job description. These duties, title, and responsibilities may change without compensation. This is a Fixed Term Contract. The terms of the Unfair Dismissals Acts 1977-1993 shall not apply to the termination of this contract where such termination is by reason only of the expiry of this contract.

The continuation of the position is dependent on continued funding from Fundraising Activities, Funding agencies, advertising and other income. Should this be withdrawn or fail to materialise, in part or in whole, we reserve the right to terminate your contract earlier than the expected expiry date outlined in your offer letter.

You will be required to be flexible in this position and must be prepared to undertake such other work as may be reasonably assigned to you by the Company from time to time. Such work can be outside the area of your normal duties.

You are required to report directly to the Station Manager. In the event of the company increasing in size, or altering its organisation structures, your line manager may also change.

**Probationary Period**

The Company operates a six month probationary period during which time the management will



assess your performance and suitability. At any time during or at the end of this period both you and the management shall have the right to terminate your employment for any reason with one months notice or, in the case of the company, one months payment in lieu of notice. The probationary period may be extended at the Company's discretion. Where a fresh contract is being offered directly after, or in place of, a previous contract, the company shall waive its right to a probation period.

### **Union**

You have the right to join a union of your choice and the company will facilitate you as requested.

### **Payment**

Your salary will be notified to you by letter gross and will be paid to you by Electronic Transfer every Thursday. Your salary will be subject to appropriate deductions including statutory PAYE and PRSI.

### **Pensions**

Raidio Corca Baiscinn has appointed AIB as pension advisers as required by law. You are free to make your own pension arrangements after which the company will facilitate deductions as requested by you.

### **Hours of Work**

The company working week is    hours.

Due to the nature of our organisation, your office working hours will depend on your role and function within the organisation.

As an employee of the radio station, your hours of work may be unsocial and irregular depending on the requirements of your work. You are expected to be flexible in your work. There is no entitlement to payments additional to your salary for additional hours worked. It is up to the individual employee to manage their work and hours in line with the demands and needs of the company. The company acknowledges the flexibility required of its employees and has increased the level of holidays in recognition of this. Where a significant additional effort is made in order to ensure the effective running of the station, the company will facilitate subsequent requests for paid time off.

### **Compliance with Policies and Procedures**

The employee agrees to abide by the policies and procedures of the company as may be laid out in the Policies & Procedures document/station handbook as well as other charters and policies which have been developed to ensure the effective running of the company and it's radio station

### **Location**

You will be mainly required to work at the Company's premises at Community Centre, Circular Road, Kilkee. but may be required to work at the premises of such subsidiary companies or organisations or other such locations as the Company may require. You will be given as much notice of any such change of place of work as is reasonably practicable. No compensation will be made for such changes.





### **Annual Leave**

Your holiday year runs from January to December.

Your holiday entitlement shall be as per your letter of offer and shall be given in accordance with the provision of the Organisation of Working Time Act 1997. The final decision in allocating annual leave dates rests with the management. Where you are required by your position to work these fixed days, you are entitled to an additional day of discretionary leave.

Payment for annual leave will be calculated in accordance with the provisions of the Organisation of Working Time Act 1997.

Your entitlement to leave for Public Holidays shall be in accordance with the terms of the Organisation of Working Time Act 1997.

A maximum of 5 days Holidays can be carried forward from one leave year to the next by prior arrangement and at the sole discretion of management. These days must be taken within the first six months of next leave year. When a termination of this contract occurs and the paid holidays already taken exceed the paid holiday's entitlement on the date of termination, the Company will deduct the excess holiday pay from any termination pay.

Annual Leave must be accrued before taken in most cases unless otherwise agreed with your supervisor. For each 3 years service an employee will receive .5 extra days holiday to a maximum of 4 days.

Staff wishing to take holidays:

Annual Leave application forms must be completed and approved by the Station Manager.

Until days off have been processed by the above, intended holidays are NOT confirmed

One weeks notice must be given for short periods of annual leave i.e. less than one week, and one months notice must be given for longer period's i.e more than 1 week. If you are giving a shorter period of notice than is required then your Station Manager must be given a reason for the short notice.

### **Short Term Sick Leave**

If you are absent from work for any reason and your absences has not previously been authorised by the Company, you must notify your line manager at the Company within 1 hour of your scheduled shift on the first day of absence giving details of reason for absence and clarifying with your supervisor how the absence will be recorded, i.e. sick leave, force majeure, unpaid leave etc.

#### *Notification of sick Leave (Short term)*

On the first day of each absence through illness a staff member's line manager must be notified by phone directly. The notification must indicate the nature of the illness and the probable date of



return to work. If your direct supervisor is not available at that time another senior staff member must be contacted with the above information.

A medical certificate must support any sick absence exceeding two successive days (4 if Saturday and Sunday are included). A Certificate must be produced if the employee is absent from work on a Friday and successive Monday. You may at any time be required to submit a medical certificate in respect of absence through illness. A medical certificate should indicate the nature of the illness and the likely period of absence.

Annual leave may not be taken immediately following sick leave unless the staff member resumes duty.

All sick leave both certified and uncertified will be recorded by the Company.

Where uncertified sick days taken per year exceeds seven days you will not receive payment for those uncertified days in excess of the seven.

### **Extended Sick Leave (long term)**

The objective of the Company extended Sick Leave Scheme is to alleviate hardship caused by loss of salary due to genuine absence from work through certified illness. In any twelve month period, staff who have been in continuous employment in excess of one year are eligible for one months full pay.

Any employees on long term sick leave must apply for sickness benefit and any payments received from Social Welfare sickness benefit during this period must be submitted to the person in charge of payroll.

#### *Conditions under which Benefit will be paid:*

Management reserve the right to refer an employee for examination to a doctor designated by the Company during a period of absence.

Medical Certificates must include all of the following:

Name and Address of Doctor

Name and Address of Patient

Statement that the patient was or is under the Doctor's care

The opinion of the doctor that the patient is incapacitated due to illness/accident

Statement of the nature of the illness.

Expected date of return to work (where possible)

Under no circumstances will backdated certificates be acceptable.

#### *Payment of Benefit*

All payments will be processed on a weekly/monthly basis through the payroll. Social Welfare sickness benefit payments must be sought by the employee as soon as required and submitted to person in charge of payroll.

#### *Abuse of the Scheme*

Employees who deliberately or otherwise defraud the scheme will be subject to the disciplinary procedures up to and including dismissal. Benefit will be excluded where illness or injury results from engaging in other employment, external (non-company) sports events or gross negligence. Payment could also be withheld during periods of lay-off or short-time or where an employee is on strike. The employee shall not engage in any remunerative employment while in receipt of sick pay. No benefit



will be paid for injury resulting from the deliberate failure to observe the safety practices of the Company or as a result of gross negligence.

The Company reserve the right to withhold or suspend payments to individual whom it views to ineligible or who is abusing the scheme.

### **Time off for Non-Emergency Health Related appointments**

Time off requested by employees for **non-emergency** medical, dental or optical appointments must be kept to a minimum both in terms of number of appointments in any one year and duration of time absent from the office (2-3 hours max. per appointment). Your direct supervisor must be satisfied prior to granting time-off that no option was available to you to make the appointment outside normal office hours, i.e. evenings, weekends or during annual leave. Once the above conditions are observed then this time-off will not be taken from your annual leave.

In the case of time off requested for non-emergency medical, dental and optical appointments of your child dependent(s) if any, your supervisor must be satisfied prior to granting time-off that **you have no option but to accompany the dependent to the appointment**. As above these appointment must be kept to a minimum in any one year and duration of time absent from the office. *This time off will be taken on an hour by hour basis from your annual leave.* If annual leave entitlement has been exhausted at the time of the appointment then you must work-up the hours owing to the company after the event.

### **Other types of Leave**

**a) Staff member getting Married** If an employee gets married while in the company's employment they are entitled to 5 days additional annual leave in that year.

**b) Death of Immediate Family member**

In the event of the death of a spouse/child, an employee is entitled to 5 days annual leave. For other immediate family members (parent, grandparent, sibling, parent-in-law) an employee is entitled to 3 days additional annual leave.

**c) Parental Leave**

Parental leave is 14 weeks unpaid leave from work taken by parents to look after each child up to the age of five. Employees must have a minimum of one years employment with the Company prior to being entitled to Parental Leave and must give a minimum notice of 6 weeks to their employer prior to taking this leave. The 14 weeks is the total time allowed under legislation and can be taken at intervals over the five years. Where an employee is entitled to parental leave in respect of more than one child, the employee must not take more than 14 weeks in any one 12 month period. Any public holidays that fall within the period of parental leave will be added to the end of the Parental leave.



**d) Force Majeure Leave**

An employee is entitled to leave with pay where urgent family reasons, owing to the injury/illness of certain family members make his/her immediate presence at the place where the family member is, indispensable. The family members are defined as:

A child/adoptive child

The spouse of the employee, or person with whom the employee is living as husband and wife

A person to whom the employee is in loco parentis

A brother or sister

A parent or grandparent

An employee cannot be absent on Force Majeure Leave for more than three days in any 12 month consecutive period or five days in any 36 consecutive months. Absence for part of a day is counted as one day of Force Majeure Leave. On return from FML the employee must confirm to the employer that he/she has taken the leave, and where practical should inform the employer during the leave.

Any additional leave/time off taken by employees in response to issues arising in relation to the above list of people (1-5) i.e. urgent/non urgent illness/injury or care of dependants must be taken from the employee's regular annual leave and recorded as such. Due notification, where practical, must be given to the employer using the annual leave notification forms.

**Confidential Information**

You may not disclose any information of a confidential nature relating to the Company, its staff or its clients or in respect of any person / Organisation which the Company owes an obligation of confidence to any third party during or after your employment except in the proper course of your employment or as required by law.

You may not remove any documents or things belonging to the Company or which contain any confidential information from the Company's premises at any time without proper advance authorisation. All such documents, disks, tapes or any copies etc. are the Company's property.

You must return to the Company upon request, and, in any event, upon the termination of your employment, all documents and things belonging to the Company or which contain or refer to any confidential information and which are in your possession or under your control.

**Notice of Termination**

Notwithstanding the fixed term nature of this contract, in the event of the contract being terminated, except in circumstances justifying immediate termination of your employment by the Company, the period of notice to be given in writing by the Company or by you to terminate your employment is one month. The Company reserves the right to pay in lieu of notice.

Nothing in this agreement shall prevent the giving of a lesser period of notice by either party where it is mutually agreed.



A maximum of 10 days Annual leave can be taken as part of the notice period. Any outstanding annual leave will be encashed as part of your final payment.

**Grievance Procedure** *(See separate document)*

**Disciplinary Procedure** *(See separate document)*

### **Conflict of Interest & Additional Activities**

During your contract, you may not engage in private practice or be connected with any outside business, which might interfere with the performance of official duties, without the express agreement of the Station Manager. You are required to inform the Company of any involvement you may have in a firm which is likely to benefit financially in its dealings with this Company.

It is the policy of the company to build a self-sustaining organisation through developing and sourcing revenue from a rich variety of sources. Proposals for how the company may generate revenue through the broadening of your job description are welcomed. Contribution by the employee to organisational financial sustainability will be recognised and rewarded through regular performance reviews.

### **Retirement Age**

Normal retirement age for employees is 66 years. This may be extended by mutual agreement

### **Health & Safety at Work**

The Company will take all reasonably practicable steps to ensure your health and safety and welfare while at work. You must familiarise yourself with the Company's Safety Statement. It is also your legal duty to take care for your own health and safety and that of your colleagues.

### **Lay-Off and/or Short-time**

The employer reserves the right to lay you off from work or reduce your working hours, where through circumstances beyond its control it is unable to maintain you in employment. Payment will not be made during any period of layoff and will only be made in respect of hours actually worked during any period of short time working.

### **Recoupment of Expenses**

Vouched and reasonable expenses necessarily and directly incurred, in the execution of your assignments may be recouped from the Company on condition that receipts are submitted in respect of all such claims. Approved Mileage expenses will be re-imbursed in accordance with the Company's mileage rates as per below. Only mileage **actually incurred** by the employee in the course of their work will be re-imbursed. Mileage Expenses will **not** be paid in respect of any portion of a journey which covers all or part of an employee's usual route between home and headquarters.



You must arrange to have a clause included in your motor insurance policy indemnifying the Company against any claim arising from the use of your car on Company business.

*Rates Per Mile: €0.50 up to 120 miles. There is a payment cap of €60 per any one return trip.*  
These rates will be reviewed regularly

Mileage should be calculated according to the AA Roadwatch Website

Where possible public transport should be used if the meeting is in Dublin. If the train is used for travel to Dublin the following costs will be reimbursed:

Cost of the train ticket

Mileage from your place of work to the train station and the return miles.

Bus/taxi fares, meal expenses incurred.

If somebody decides to use their car to drive to Dublin then a flat rate of €60 will be given for the return journey from Ennis to Dublin. When it is not possible to use the train (i.e. Meeting is on early, or the location of the meeting is prohibitive) then the mileage incurred will be reimbursed. The option of travelling by train on the previous evening and staying overnight should be examined in this case. At all times every effort should be made to keep travel costs to a minimum. For economical and environmental reasons, staff are asked to car pool when more than one are going to a meeting/event not accessible by public transport.

*Proof of car's cc.* Please supply a copy of your car registration to your line manager to the accounts office as proof of your car's cc.

### **Changes to Contract of Employment**

The Company reserves the right to make reasonable changes to any of your Terms and Conditions of Employment including job description and job title without compensation. It is expected that areas of responsibility will change and grow as the company evolves. You will be notified of minor changes of detail by way of a general notice to all employees, or where the change applied specifically to you by way of individual notice, and any such changes take effect from the date of the notice. You will be given not less than one month's written notice of any significant changes which may be given by way of an individual notice or a general notice to all employees. Such changes will be deemed to be accepted unless you notify the Company of any objection in writing before the expiry of the notice period.

Changes in terms of this Contract or in other terms, conditions and rules of employment will be notified to you one month before the date of any proposed change and will have effect with your acceptance or acquiescence.

The company reserves the right to issue circulars relating to terms and condition of employment as they arise.

### **Review of Performance/Conduct**



Performance and conduct in your position will be reviewed at the end of any probation period and six monthly thereafter.

If you are prepared to accept the appointment on these terms and conditions please sign and date the acceptance form below and return the completed contract to the Manager, Raidio Corca Baiscinn. A copy of the contract is enclosed for retention by you.

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

*Chairperson, Raidio Corca Baiscinn*

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

---

### **Declaration of Acceptance**

I accept an appointment in Raidio Corca Baiscinn. on the terms and conditions set out above.

Signed \_\_\_\_\_

Date \_\_\_\_\_



Appendix 5 – Sample of Voices on Air Data Capture

RCB Voices on Air 2017						
Date	Name of show	Name of person	Talk/Documentary	Organisation involved (e.g Enable Ireland, Bros of Charity	Target group to be reached (Specific or all)	Aim of output (If applicable)
01/07/2017	Movie News and Music	Jason Rath	Talk/Documentary	RCB	General	Information provision
		John Kinsella	Talk/Documentary	RCB		Information provision
01/07/2017	Teddy's Corner	Martina Hamilton	Talk/Documentary	Community Volunteer	Children (6-12yrs)	NA
01/07/2017	Pauline's Poems	Pauline Skehan	Talk/Documentary	Volunteer/RCB	All	Promoting Inclusion
01/07/2017	Folkways	Donna Mead	Music	RCB Volunteer	All	Promoting Inclusion
01/07/2017	West Coast Rock	Mike Curran	Music	RCB	All	NA
01/07/2017	Community Diary	Jason Rath	Talk/Documentary	RCB	All	Information provision
01/07/2017	Curious Ear RTE Doc 1 Jim Barry	Jim Barry	Talk/Documentary	RTE		Promoting Inclusion
		Ronan Kelly	Talk/Documentary	RTE	All	Promoting Inclusion
		Cormac Barry	Talk/Documentary	N/A		Promoting Inclusion
		Colm Barry	Talk/Documentary	N/A		Promoting Inclusion
		Katrionia Barry	Talk/Documentary	N/A		Promoting Inclusion
01/07/2017	Kilkee Civic Trust, Arts in Focus	Fionnuala Murnane	Music	Kilkee Civic Trust	All	Promoting Inclusion
		Karen Walsh	Music			
		Niamh Casey	Music			
		Kevea Corry	Music			
		Constantine Power	Music			
		Moroney Family	Music			
		Paddy Halligan	Music			
		Maria O'Brien	Music			





		Emma Karran	Music			
		Newfound Choir	Music			
<b>02/07/2017</b>	West Clare Classical Hour	Janet Abram	Music	RCB Volunteer	General	NA
02/07/2017	The Word	Ray Walsh	Talk/Documentary	RCB Volunteer	General	Reinforcing community identity & cohesion
		Aishling Hamilton	Talk/Documentary	RCB Volunteer		Reinforcing community identity & cohesion
02/07/2017	Reflections	Antonio Seagras	Talk/Documentary	Brothers of Charity	All	Support for Community Organisations
02/07/2017	The Genealogy Show	Lorna Maloney	Talk/Documentary	RCB Volunteer	General	Information provision
02/07/2017	Common Factors	Sadhbh Smyth	Music	RCB	All	Information provision
02/07/2017	Country Sounds	Paddy Murray	Music	RCB Volunteer	General	Promoting Inclusion
02/07/2017	Community Diary	Jason Rath	Talk/Documentary	RCB	All	Information provision
<b>03/07/2017</b>	News	Rose Keane	Talk/Documentary	RCB	All	Information provision
03/07/2017	Community Diary	Jason Rath	Talk/Documentary	RCB	All	Information provision
03/07/2017	Westwards Music	Tracy Gaughan	Music	Clare Morris Communiy Radio	All	NA
03/07/2017	Willie Clancy Part 1	James Flanagan	Talk/Documentary	RCB	All	
		Breed O'Donoghue	Talk/Documentary	N/A		
		Michael Clancy	Talk/Documentary	N/A		
03/07/2017	Willie Clancy Part 2	James Flanagan	Talk/Documentary	RCB	All	
		Padraig Conroy	Talk/Documentary	N/A		
		Gillian Lyons	Talk/Documentary	N/A		
		Aishling Hunt	Talk/Documentary	N/A		
03/07/2017	Beaten Path Prog 4	Sally Anne	Talk/Documentary	RCB	General	



		Marran				
		Dr Andy Pullam	Talk/Documentary	Guest		
03/07/2017	The Sports Show Live	Paul Kenny	Talk/Documentary	RCB Volunteer	General	Information provision
		James Sexton	Talk/Documentary	Athletics		
		Sean Doyle	Talk/Documentary	Guest		
		Eoin Brennan	Talk/Documentary	Guest		
		Nicholas Rynne	Talk/Documentary	RCB Volunteer		
		Michael Cussack	Talk/Documentary	Guest		
03/07/2017	Common Factors	Sadhbh Smyth	Music	RCB	All	
03/07/2017	West Clare Classical Hour	Janet Abram	Music	RCB	All	NA
03/07/2017	RTE Doc 1 - Getting on the Game	James Vanderville	Talk/Documentary	RTE	General	Promoting Inclusion
		Gareth Stack	Talk/Documentary	N/A		Promoting Inclusion
		Ross Palmer	Talk/Documentary	N/A		Promoting Inclusion
		Vicky Leigh	Talk/Documentary	N/A		Promoting Inclusion
		Jan Carey	Talk/Documentary	N/A		Promoting Inclusion
		Nick Gray	Talk/Documentary	N/A		Promoting Inclusion
		Peter McNeill	Talk/Documentary	N/A		Promoting Inclusion
		Terry Kavangh	Talk/Documentary	N/A		Promoting Inclusion
		Owen Harris	Talk/Documentary	N/A		Promoting Inclusion
		David O'Reilly	Talk/Documentary	N/A		Promoting Inclusion
		Katrionia Carragon	Talk/Documentary	N/A		Promoting Inclusion
		Mary Maloney	Talk/Documentary	N/A		Promoting Inclusion
		Joshu Bartree	Talk/Documentary	N/A		Promoting Inclusion
		Nial Keogh	Talk/Documentary	N/A		Promoting Inclusion
		Andrea McCloskey	Talk/Documentary	N/A		Promoting Inclusion
03/07/2017	Festival - Kilmihill		Talk/Documentary	RCB	General	Promoting Inclusion
		John Dalton	Talk/Documentary	Guest		
		Steven Connors	Talk/Documentary	Guest		
		Michael Fitzpatrick	Talk/Documentary	Guest		



		June Chopan	Talk/Documentary	Guest		
<b>04/07/2017</b>	The News	Rose Keane	Talk/Documentary	RCB	All	Information provision
04/07/2017	Community Diary	Jason Rath	Talk/Documentary	RCB	All	Information provision
04/07/2017	Mass	Father Kenny	Talk/Documentary	RCB	General	
04/07/2017	Hospital Requests	Marie Keane	Music	RCB	Senior Citizens	Promoting Inclusion
04/07/2017	Radio Beams	Dermot Hayes	Talk/Documentary	Community Volunteer	General	Reinforcing community identity & cohesion
		Padraig McCulway	Talk/Documentary			
04/07/2017	Country Sounds	Paddy Murray	Music	RCB Volunteer	General	
04/07/2017	Spinning Sounds	Richard Hall	Music	RCB Volunteer	General	
04/07/2017	Stir Fry	Matt Corbett	Music	RCB	General	
<b>05/07/2017</b>	Maritime Stories Prog 4 Part 1	Aiden Maloney	Talk/Documentary	RCB	General	Information provision
		James Flanagan	Talk/Documentary	RCB		
		Mike King	Talk/Documentary	RCB		
05/07/2017	Afternoon Live	Derek O'Brien	Music	Enable Ireland Volunteer	All	Promoting Inclusion
05/07/2017	Pauline's Poems	Pauline Skehan	Talk/Documentary	Volunteer RCB	General	Promoting Inclusion
		John Kinsella	Talk/Documentary	RCB		
		Pat Hopkins	Talk/Documentary	Guest RCB		
		Rose Keane	Talk/Documentary	RCB		
		Rob Hopkins	Talk/Documentary	Volunteer RCB		
05/07/2017	The Special Sports Show Live	Paul Kenny	Talk/Documentary	RCB	General	Information provision
		Gerry O'Connor	Talk/Documentary	Guest		
		Donal Maloney	Talk/Documentary	Guest		
		Pat O'Connor	Talk/Documentary	Guest		
05/07/2017	Memory Lane	Sadhbh Smyth	Music	RCB	All	NA
		Janet Abram	Music	RCB Volunteer		
		Declan Barron	Music	Guest		
05/07/2017	Championing The Banner	James Flanagan	Talk/Documentary	RCB	All	Information provision



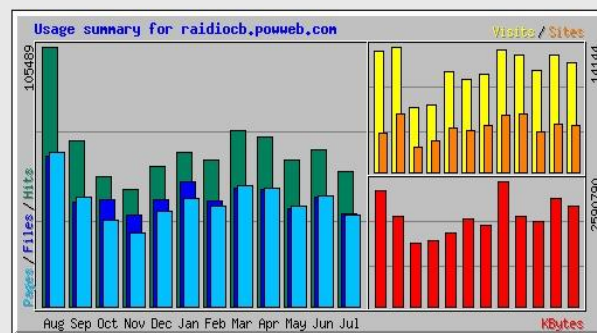
		Melissa McMahon	Talk/Documentary	Clare Champion		
		John Kelly	Talk/Documentary	Clare Champion		
		Shamus Hayes	Talk/Documentary	Clare Champion		
		Peter O'Connell	Talk/Documentary	Clare Champion		
05/07/2017	The News	Rose Keane	Talk/Documentary	RCB	All	Information provision
05/07/2017	Community Diary	Jason Rath	Talk/Documentary	RCB	All	Information provision
05/07/2017	I Haven't A Clue	Rose Keane	Talk/Documentary	RCB		
		Mike Curran	Talk/Documentary	RCB		
		John Kinsella	Talk/Documentary	RCB		



## Appendix 6 – RCB Website Statistics

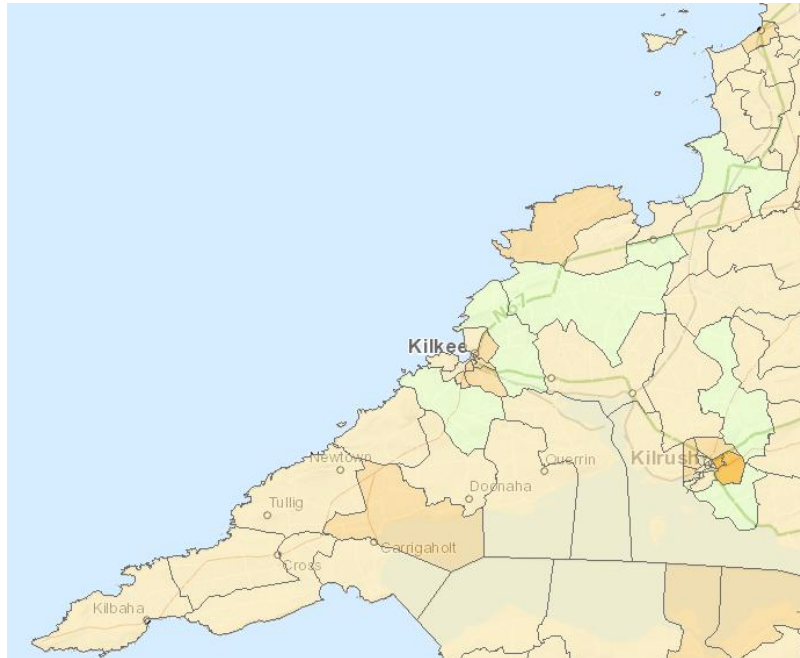
### Usage Statistics for raidiobc.powweb.com

Summary Period: Last 12 Months  
Generated 28-Jul-2017 12:19 EDT



Summary by Month										
Month	Daily Avg						Monthly Totals			
	Hits	Files	Pages	Visits	Sites	KBytes	Visits	Pages	Files	Hits
<a href="#">Jul 2017</a>	1949	1353	1332	442	5262	2087700	12385	37306	37909	54575
<a href="#">Jun 2017</a>	2128	1481	1506	441	5461	2225902	13259	45184	44442	63857
<a href="#">May 2017</a>	1922	1278	1319	367	4540	1757969	11403	40899	39622	59598
<a href="#">Apr 2017</a>	2292	1586	1604	441	6590	1857231	13240	48120	47581	68761
<a href="#">Mar 2017</a>	2312	1551	1587	442	6485	2590790	13720	49208	48110	71692
<a href="#">Feb 2017</a>	2125	1523	1450	393	5261	1667226	11014	40606	42651	59517
<a href="#">Jan 2017</a>	2022	1630	1421	337	4634	1817834	10465	44057	50548	62694
<a href="#">Dec 2016</a>	1830	1400	1250	365	4940	1512899	11335	38776	43413	56760
<a href="#">Nov 2016</a>	1587	1244	988	251	3600	1352202	7535	29647	37341	47639
<a href="#">Oct 2016</a>	1704	1391	1123	234	2766	1315961	7270	34826	43142	52836
<a href="#">Sep 2016</a>	2250	1407	1475	471	6637	1872279	14144	44268	42232	67511
<a href="#">Aug 2016</a>	3402	1964	2026	442	4375	2382354	13706	62816	60912	105489
Totals						22440347	139476	515713	537903	770929

## Appendix 7 – Pobal Local Area Map



Small Areas: 037099013	
Small Area ID	037099013
Within ED	Kilrush Urban
Total Population 2006	325
Total Population 2011	259.00
Pop Change (2006-11)	-20.30
Pobal HP Index 2006	-21.30
Pobal HP Description 2006	very disadvantaged
Pobal HP Index 2011	-20.10
Pobal HP Description 2011	very disadvantaged
Age dependency ratio (%)	40.50
One parent ratio (%)	47.40
<a href="#">Zoom to</a>	



## Appendix 8 – CE & Tús Scheme Testimonials

Pat Talty  
Clare Community Development  
Company  
Westgate Business Centre  
Kilrush Road  
Ennis  
Co. Clare

28<sup>th</sup> July 2017

To whom it may concern,

This is to confirm that Radio Corca Baiscinn facilitates three Tús members of staff that work 19.5hrs per week under Clare Local Development and the department of social welfare.

In my capacity as supervisor I can confirm that the station provides educational and skilled based development with the opportunity to further their employment opportunities with the training they receive from the project and have been dedicated in community development.

We look forward to continuing our partnership with Radio Corca Baiscinn in the future.

Yours Sincerely

Pat Talty

RSS – Tús Supervisor



## Doonbeg Community Development, Ltd.

*Serving the community - supporting the environment*

21 July, 2017

To whom it may concern

Doonbeg Community Development Ltd is a sponsor of a Community Employment Project with participants based in a number of locations in West Clare, including Raidio Corca Baiscinn in Kilkee.

We have five participants placed, on an ongoing basis, at the Radio Station. This is the only facility of its kind in West Clare where participants who have an interest in Community Radio can work in a structured environment, where there is provision made for their development. This includes development opportunities provided through valuable work experience and also by undertaking accredited training. Our records will show that a number of our participants have progressed to further employment as a direct result of the experience they gained at Raidio Corca Baiscinn.

Doonbeg Community Development Ltd is very keen to continue its association with Raidio Corca Baiscinn as it has proved to be a valuable asset to our CE Project and also to the wider community of rural West Clare.

Please contact me if you have any further queries.

Yours sincerely

Nuála Shanahan  
CE Supervisor

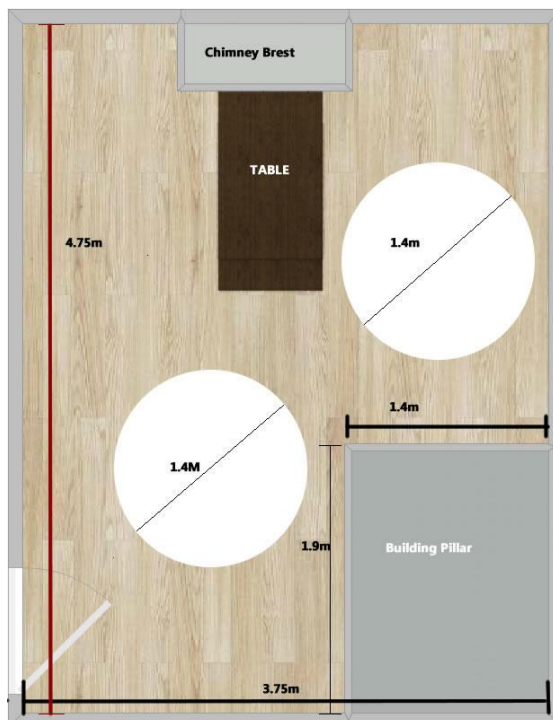
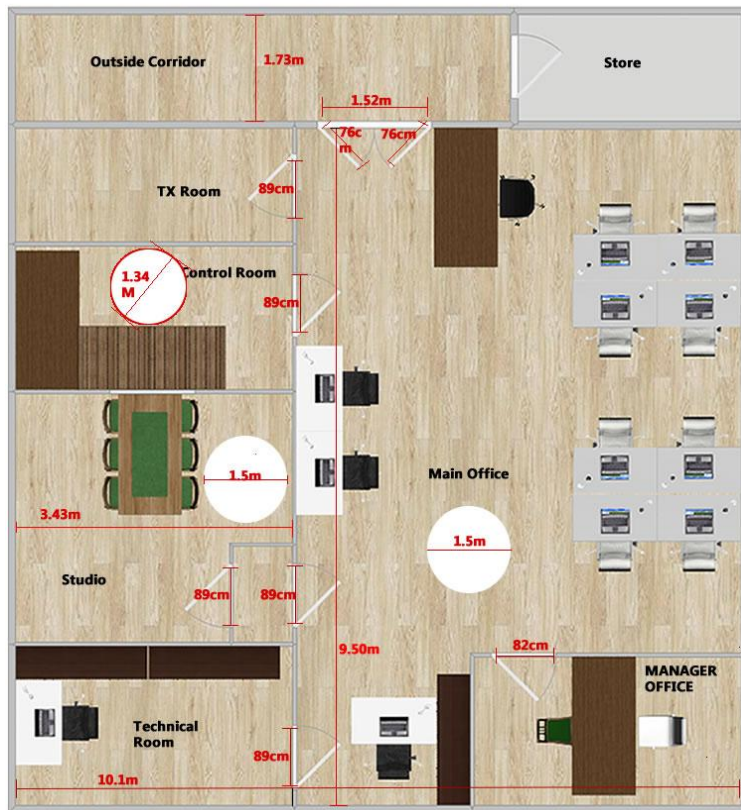




## Appendix 9 – Programme Schedule

Time	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
<b>13:00</b>	News	News	News	News	News	Opening Sting	Opening Sting
<b>13:10</b>	Documentary	Everything Goes	Haven't Got a Clue	Everything Goes	Documentary	M&M & Curious Ear	Classical Show
<b>14:00</b>	Community News	Community News	Community News	Community News	Community News	Community News	Community News
<b>14:03</b>	Documentary	Mass		Mass	Documentary	Kilkee Civic Trust	The Word
<b>14:30</b>							
<b>15:00</b>	West Words	Hospital Requests		Hospital Requests	Memory Lane	Teddy's Corner	Reflections
<b>15:30</b>	Documentary	Radio Beams	Pauline's Poems	What's On	Radio Beams	Pauline's Poems (RPT)	Geneology Show
<b>16:00</b>	News	News	News	News	News		
<b>16:05</b>	Community News	Community News	Community News	Community News	Community News	Community News	Community News
<b>16:08</b>				Geneology Radio Show			Common Factors (RPT)
<b>16:30</b>	RTE Documentary	RTE Documentary	Memory Lane (RPT)	Faces of Ireland	RTE Documentary	Folkways	
<b>17:10</b>	Paddy Murray	Sports Show (RPT)	Documentary	Enable Ireland	West Goes Blue	West Coast Rocks (RPT)	Paddy Murrays Country Sounds
<b>18:00</b>	Community News	Community News	Community News	Community News	Community News		
<b>18:05</b>					The Random Mix		
<b>18:30</b>	Sports Show (live)	Documentary	Documentary	Paddy Murray's Country Sounds	What's On		
<b>19:00</b>							
	Common factors	Richard Hall, Spinning Sounds	Irish Programme	Documentary	Documentary		
<b>20:00</b>	Community News	Community News	Community News	Community News	Community News		
<b>20:05</b>	Janet's Classical Hour	Matt Corbett, Stir Fry	Music Hour	West Coast Rocks	Mikey'sMix		

## Appendix 10 – Studio Drawings





## Appendix 11 – Technical Audit Results

### Transmitter Audit Test Report

This form is to be completed by an employee or agent of the BAI

Name of Radio Station	Radio Corca Baiscinn			
Name of Transmitter Site	Kilrush			
National Grid Reference Exxxxx Nyyyyy		E	98801	N 155815
Irish Grid		IQ988558		
Allocated Frequency		94.8		MHz
Date on which testing was performed		14-Nov-16		

#### 1. Transmitter

Manufacturer's name			
Make & model no. of transmitter exciter			
Serial number(s)			
Make & model no. of transmitter amplifiers			
Serial number(s)			
<b>Characteristics of transmitter: RF Output</b>			
Maximum RF output level of transmitter (W)	Horizontal		
	Vertical		
Measured operating output level of transmitter (W)	Horizontal		
	Vertical		
Confirm that the power meter is calibrated	Yes/No	Date	
Location of the power and frequency controls		Internal	External
If the power and frequency controls are external, describe the compound or mechanical device used to seal these settings			
Output impedance of transmitter			50Ω
<b>Characteristics of transmitter: Frequency</b>			
Measured carrier frequency (accurate to 1Hz)	94.799975		MHz
Level of 19kHz pilot	±	0	kHz
Level of RDS injection	±	0	kHz
Measured max. deviation @ 100% modulation	±	24	kHz
Measured bandwidth of transmission	±	176	kHz
Measures in place to prevent over deviation of transmitter			
Pre-emphasis time constant in use	50		µs
Audio low pass filter characteristics at 20kHz (relative to the level at 1kHz modulation frequency)			
<b>Characteristics of transmitter: Radio Data System (RDS)</b>			
Is a RDS subcarrier on 57kHz in use? (Y/N)			N
If Yes, please give the following information			
Programme Service (PS) name			
Programme Identification (PI)			
Alternative Frequency (AF) list			



## Transmitter Audit Test Report

### 2. Antenna System

Height of mast (m)	15		
Height to mid point of array (m)	15		
Polarisation in use (V, H, M)			
Make and model no. of dipole in use			
Number of bays	1		
Spacing between bays			
Number of dipoles per bay	1		
Maximum gain of total array (dBd)	1		
Direction of max gain (bearing from North)	omni		
Feeder and transformer losses (dB)	1		
Voltage Standing Wave Ratio (VSWR) (dB)	-1434		
Measured max. radiated spuri at output of transmitter when connected to a bandpass filter and antenna system (dBc)	Between 87.5 & 137MHz		dBc
	Harmonics of fundamental	1	
	2	3	
	4	5	
Measured radiated spuri at output of bandpass filter when connected to antenna system (dBc)	Between 87.5 & 137MHz	-63.76	dBc
	Harmonics of fundamental	1	-59.31
	2	-67.26	3 -84.92, -84.64
	4	-84.92, -84.64	5 -84.92, -84.64
<b>Bandpass filter</b>			
Make and model no. of bandpass filter			
Attenuation inside the FM band (dB)		Attenuation outside the FM band (dB)	
Make and model no. of directional coupler			

### 3. Transmitter Building

Give details of the construction of the transmitter building	
Give details of the perimeter fencing surrounding the building	
Confirm that T&RT 95/10 Regulations 7.1 & 7.2 have been observed	

### 4. Test Equipment

List the test equipment used for the transmitter audit
Agilent 4402B Spectrum Analyser, Audemat FM_MC4 RF Analyser

### 5. Comment

--

Signed: Richie O'Shea	Date: 21-Dec-16
Broadcasting Authority of Ireland	



ÚDARÁS  
CRAOLACHÁIN  
NA hÉIREANN | BROADCASTING  
AUTHORITY  
OF IRELAND

2-5 Plás Warrington,  
Baile Átha Cliath 2, Éire  
2-5 Warrington Place,  
Dublin 2, Ireland

T: + 353 (0)1 644 1200  
F: + 353 (0)1 644 1299  
E: info@bai.ie  
W: www.bai.ie

4<sup>th</sup> January 2017

Aine Mae O'Mahony,  
RadioCorcaBaiscinn,  
Community Centre,  
Circular Road,  
Kilkee,  
Co. Clare

**Re: Results of Technical Audits for RadioCorcaBaiscinn**

Dear Aine Mae,

I am writing with regard to the technical audits conducted on the 14<sup>th</sup> November 2016 at the following transmission sites which form RadioCorcaBaiscinn's transmission network:

- Kilrush 94.8MHz
- Kilkee 92.5MHz

These audits were conducted to check compliance of the transmitters and associated equipment with the terms of the licences issued by the Commission for Communications Regulation ("ComReg") and ComReg's document 12/04a, *Technical Conditions for Analogue Radio*.

Transmitter Audit Test Reports are attached which show the levels of the various parameters measured during the audits. The measurements indicate that the transmitters are operating in accordance with the licensed parameters.

If you require any clarification on the above matter, please call me on 6441209.

Yours sincerely,

**Roger Woods**  
Senior Executive Engineer



Patrick Keane  
Kilkee Community Association  
C/O Kilkee Community Centre  
Circular Road  
Kilkee Co. Clare

20<sup>th</sup> July 2017

To whom it may concern,

I Patrick Keane of Kilkee Community Association confirm that we have granted permission to South West Clare Community Radio to place their transmitter on our building.

Should you require any further information please don't hesitate to contact me.

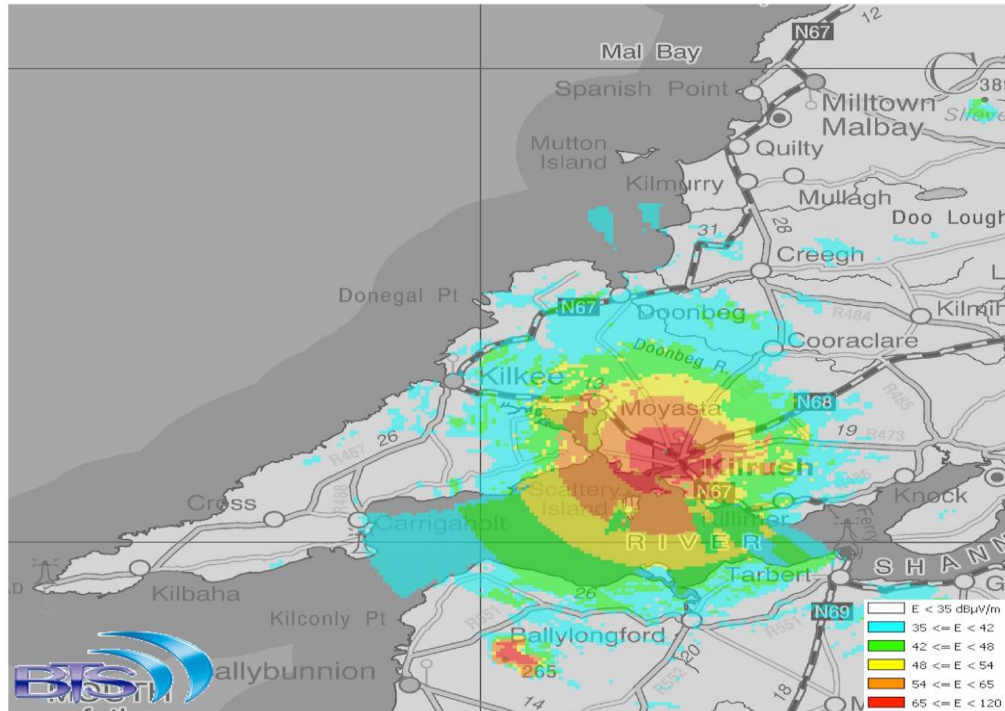
Yours Sincerely

Patrick Keane  
Kilkee Community Association

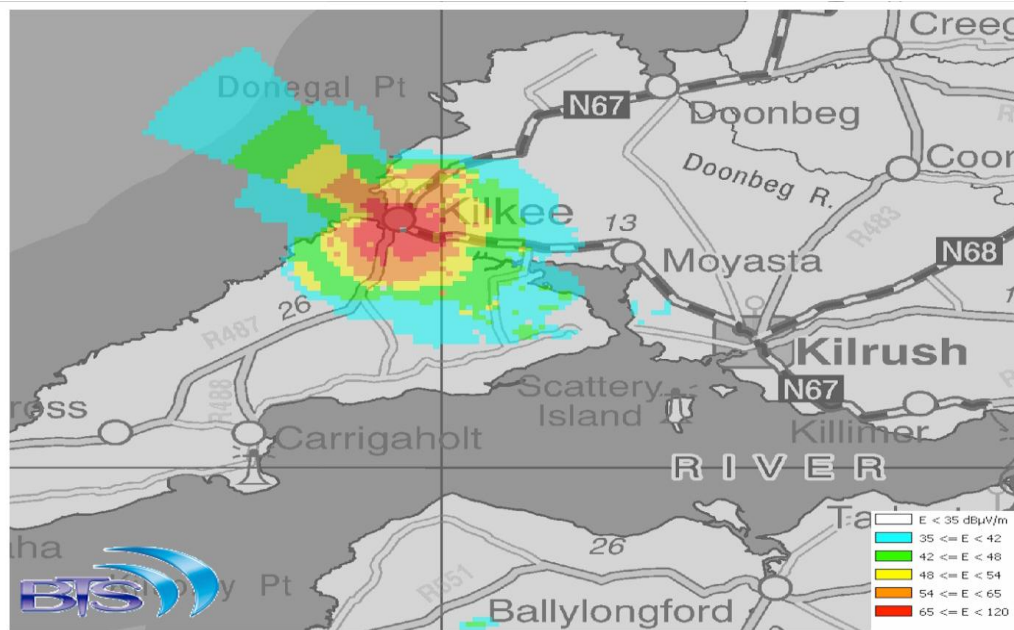


## Appendix 13 – Coverage Maps

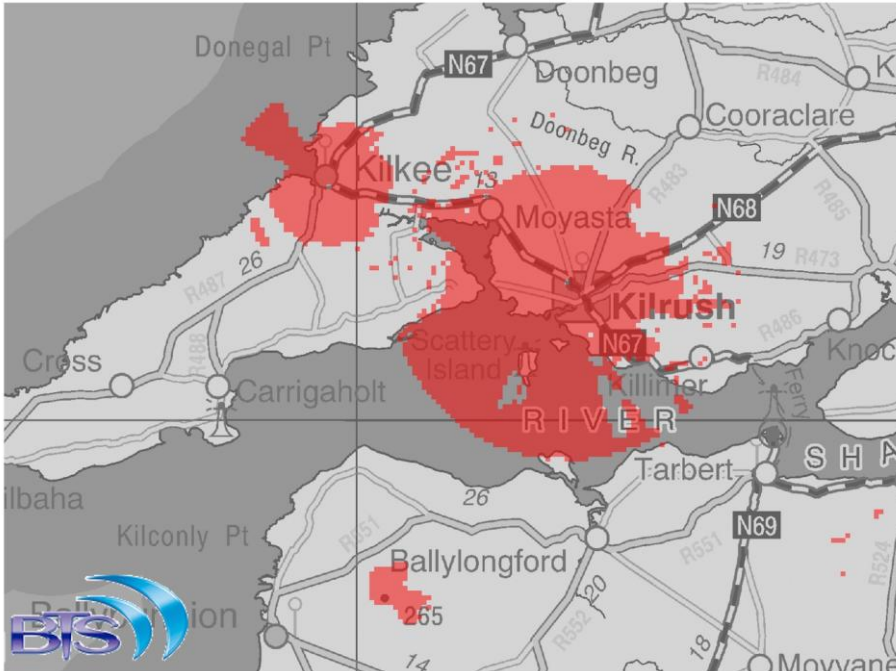
### Kilrush



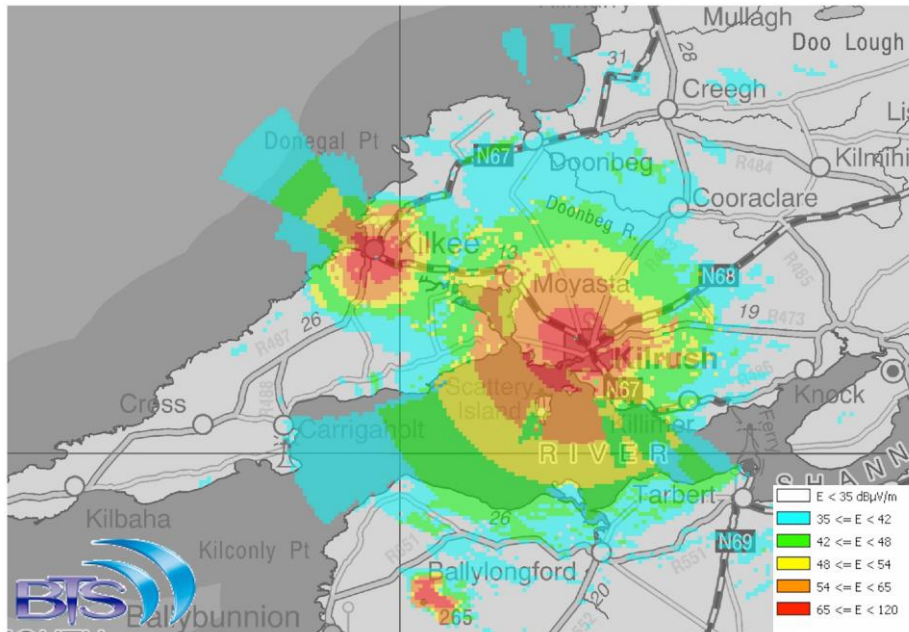
### Kilkee



### RCB Composite Stereo



RCB Composite

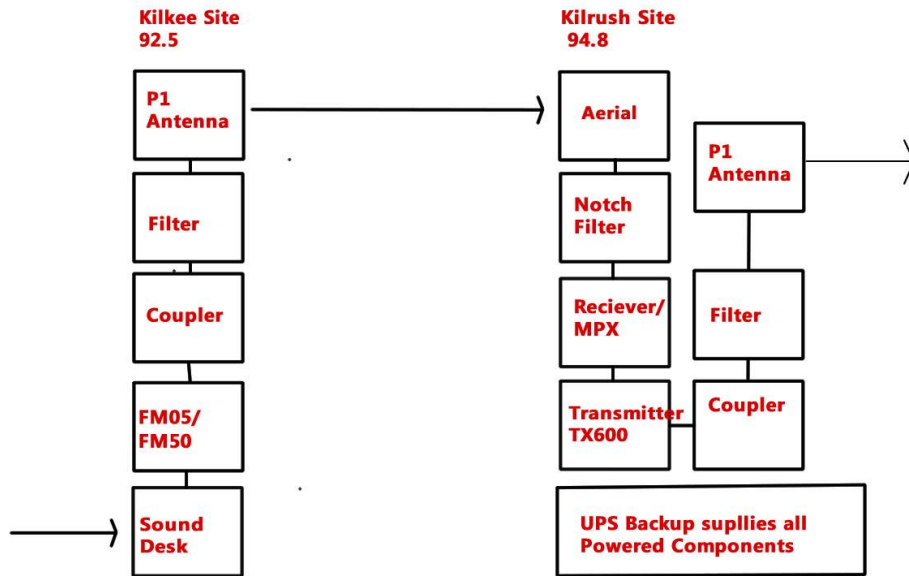


Appendix 14 – Link Network Diagram





**RAIDIO CORCA BAISCINN - Broadcast Link Diagram - Section 6.2.6**





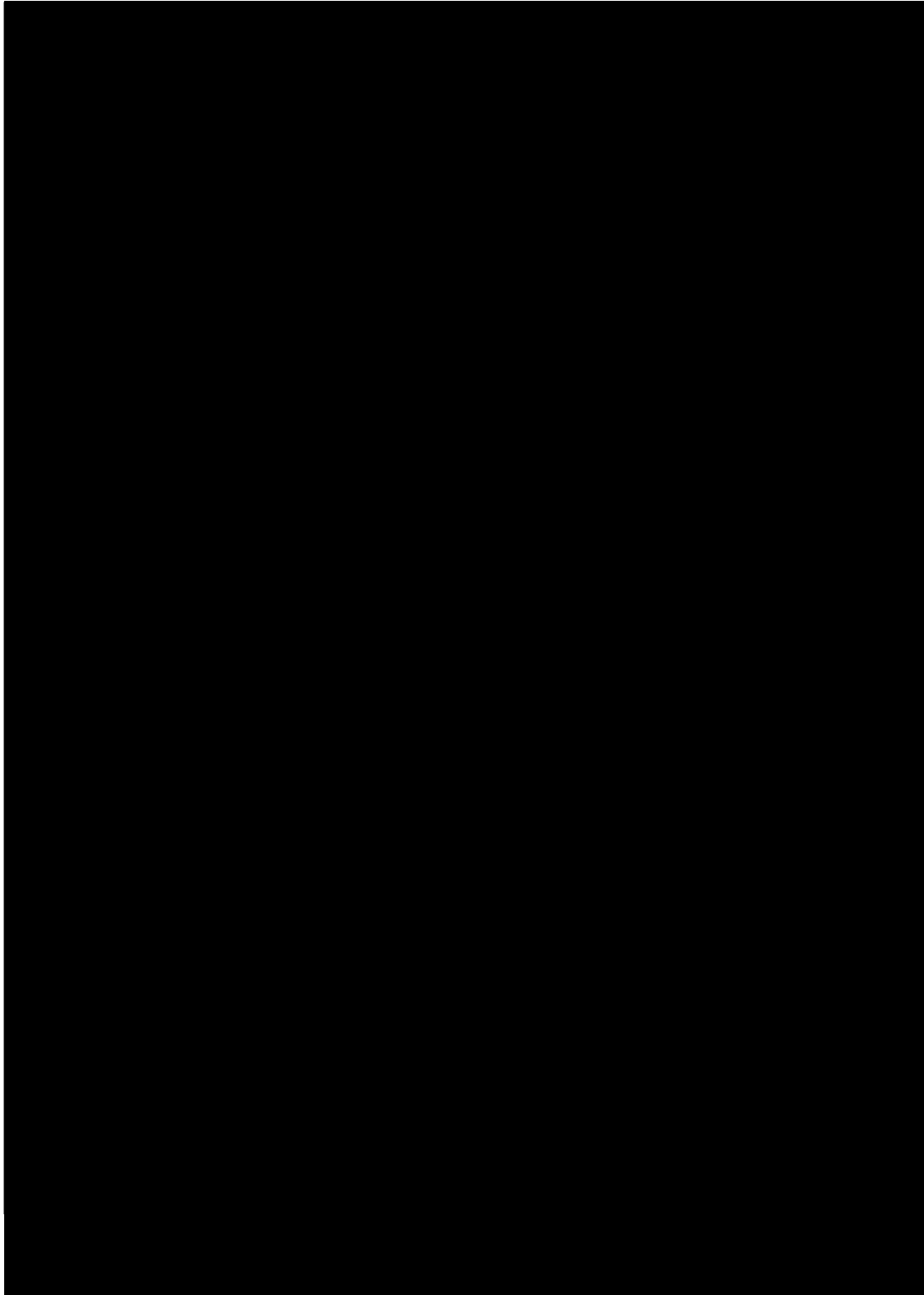
**Appendix 15 – Current Sound and Vision Contracts**

Sound and Vision Projects July 2017	Names of Producers	Rnd	O/S from BAI	Rec from BAI	Total Grant	Time allowed to finish
Once upon a Time	Mike King	21	€ 1,098.00	€ 1,646.00	€ 2,744.00	01/10/2017
Mike Doctor West Clare Poet	James & Melissa	21	€ 935.00	€ 1,420.00	€ 2,337.00	31/05/2018
Phantoms of the Opera	James & John	27	€ 1,680.00	€ 2,520.00	€ 4,200.00	16/02/2018
Under the Periscope	Áine Mae	27	€ 1,680.00	€ 2,520.00	€ 4,200.00	16/02/2018
Coore and Her People	Mike King	28	€ 6,090.00	€ -	€ 6,090.00	12/10/2017
Every Day is a Blessing	Dermot Hayes	28	€ 4,642.00	€ -	€ 4,642.00	01/10/2017
Doctor on Call	Dermot Hayes	28	€ 3,500.00	€ -	€ 3,500.00	01/10/2017
Totals			€ 19,625.00	€ 8,106.00	€ 27,713.00	



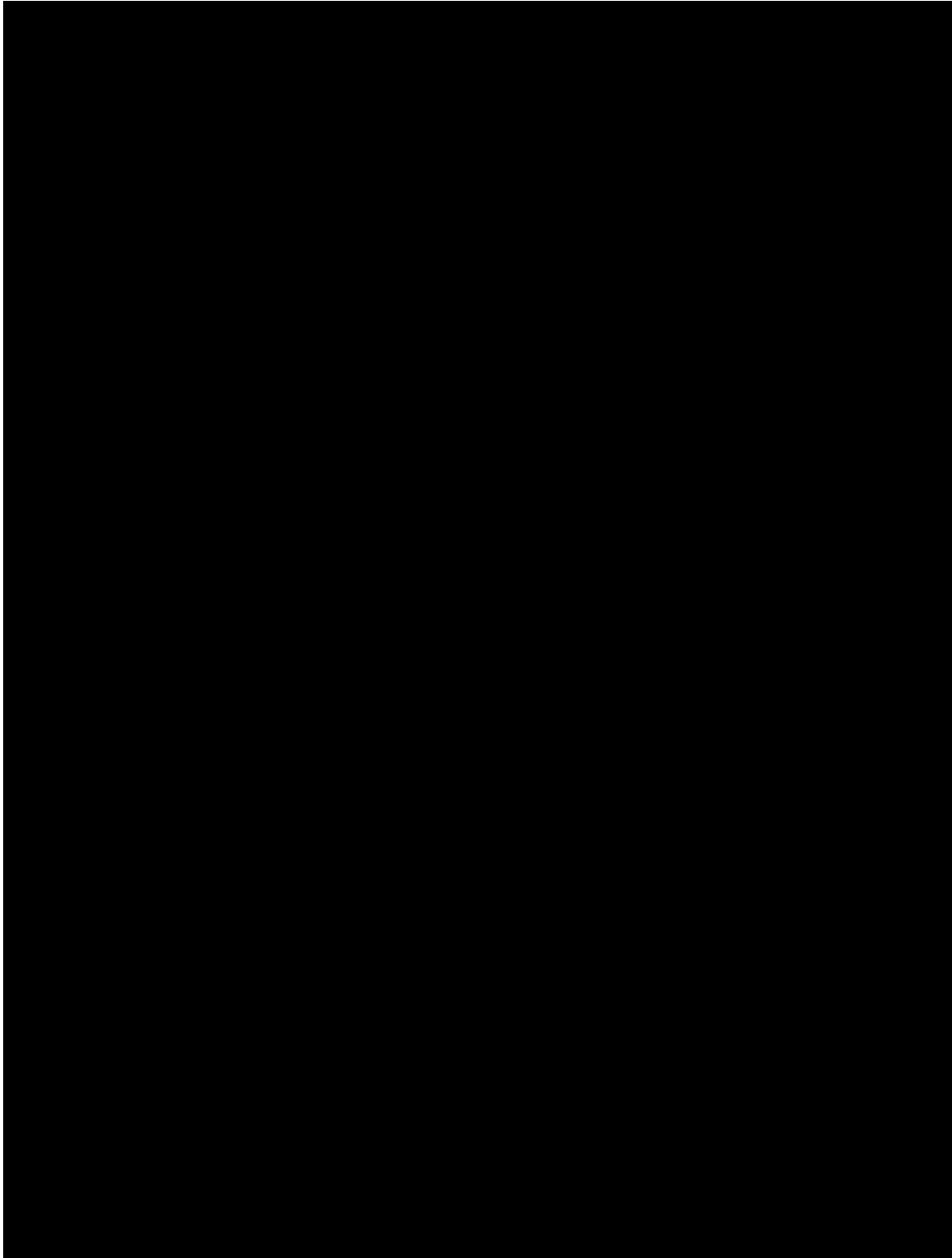
**Appendix 16 – Projected Income and Expenditure (Yearly)**

*Please keep confidential*





**Appendix 17 – Balance Sheets**





**Appendix 18 – Monthly Cash flow Statement**

[Redacted content]



[Redacted content]



Community sound broadcasting  
service for South West Clare

## Application Form

[Redacted content]



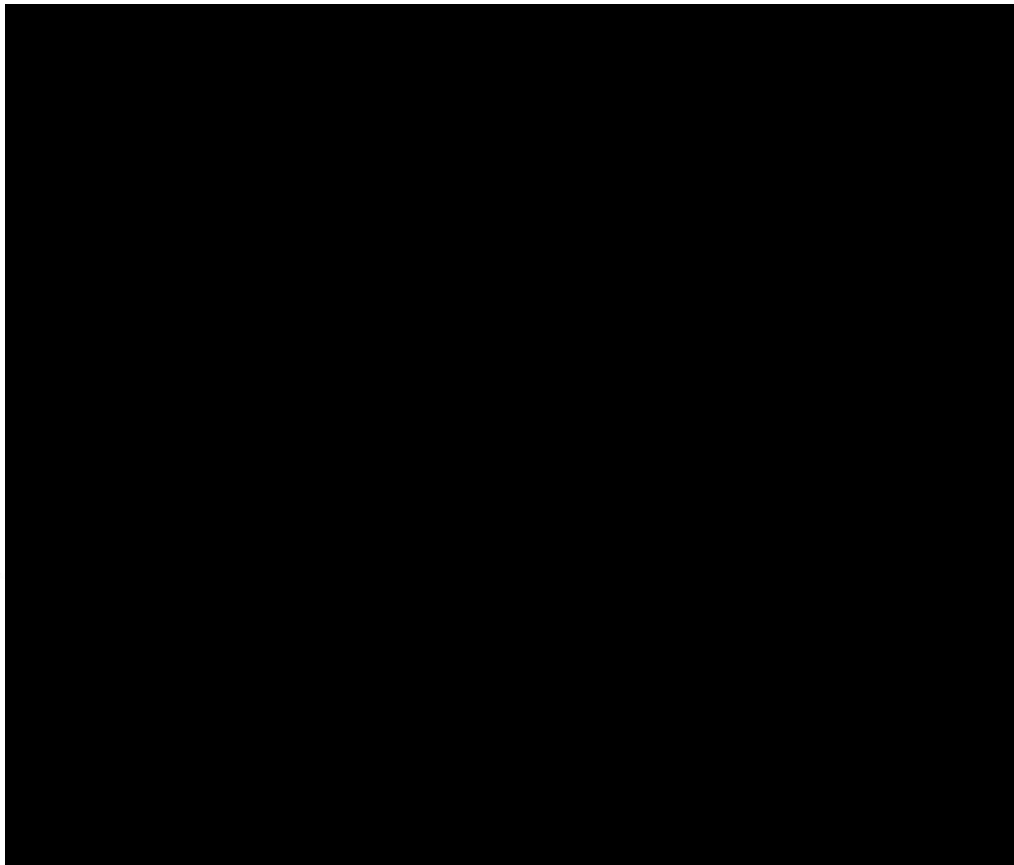
## Appendix 19 – Reserves Fund Policy



Community Centre,  
Circular Road,  
Kilkee,  
Co. Clare

[www.rcb.ie](http://www.rcb.ie)  
[info@rcb.ie](mailto:info@rcb.ie)

065 908 3022



**Directors:** Michael O'Connell (Chairperson) Marie Keane (Company Secretary) Paul Williams (Treasurer)  
Paddy Collins (Director) Kevin Hoopes (Director)  
Registered as South West Clare Community Radio Ltd. Registered No: 314510, Dublin, Ireland







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- Monthly meetings will take place to assess progress with the completion of old projects and to review the process of building up the reserve.

We confirm the above is the formal policy on reserves, which was agreed at a meeting of directors  
on April 8th 2016

Signed:

*M. O'Connell*  
*Marie Keane*  
*Pat Lally*  
*P. Lally*  
*Kate Meyer*