



## TCN 9 Sydney

### Unfairly identifying a business when commenting on the behaviour of a group of businesses, failing to present factual material accurately and representing viewpoints fairly

#### The complaint

The ABA received a complaint concerning the segment *Risky Business/Public Liability* on *60 Minutes* broadcast by TCN 9 Sydney on 16 June 2002.

The complainant alleged that the segment:

- unfairly identified the complainant when the report was commenting on the behaviour of the insurance industry generally
- failed to present factual material accurately and represent viewpoints fairly and
- failed to make reasonable efforts to correct significant errors of fact at the earliest opportunity.

#### Decision

The ABA determined that the licensee breached clause 4.3.1 of the Commercial Television Industry Code of Practice by failing to represent viewpoints fairly. The ABA also found that the licensee did not breach code clause 4.3.7 when it identified the complainant. The ABA found that the licensee did not breach the code by presenting factual material inaccurately in its broadcast of the segment.

#### Action taken

The ABA proposes no further action in relation to this matter but will monitor the licensee's compliance.



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## WestFM Blacktown

### Protection of children from harmful program material, adequate consideration of the audience, broadcast of code information, complaints handling

#### The complaint

The complainant alleged that on 30 May 2002, Western Community Radio Association Inc. (West FM), a holder of a temporary community radio licence:

- broadcast music containing offensive and explicit language during a mid-afternoon timeslot
- had failed to implement adequate program practices
- did not provide regular on-air information about the Community Broadcasting Code of Practice and how audiences may obtain them, as required by clause 7.2 of the code, and
- had not made a reasonable effort to resolve the complaint.

#### Decision

The ABA determined that Western Community Radio Association Inc:

- breached code clause 1.7 in that it failed to demonstrate that it has established programming practices which protect children from harmful program material

- breached code clause 2.2 in that it failed to give adequate consideration to the audience, context, degree of explicitness, propensity to alarm, distress or shock and the social importance of the event and
- did not breach clauses 7.2 and 7.3 of the code relating to complaints handling.

#### Action taken

West FM advised the ABA that it did not accept that there had been any fault on its part. Rather, it seemed to believe that having agreements in place with on air presenters relieved it of responsibility to ensure that the agreements are fulfilled. This is not acceptable to the ABA and the licensee will need to pay closer attention to what is presented on air as part of its service.

However, the ABA notes that the licensee has now terminated *The Swish Show*, which is the subject of this complaint. In light of this response, the ABA will take no further action in relation to this matter but will continue to monitor the station.

