



SUPPLEMENT

TO THE

NEW ZEALAND GAZETTE

OF

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Direction to Broadcasting Corporation of New Zealand in Connection With Availability of Particulars of Programmes

To the Broadcasting Corporation of New Zealand

PURSUANT to section 30A (2) of the Broadcasting Act 1976 (as enacted by section 6 (1) of the Broadcasting Amendment Act 1982), and for the purpose of ensuring that particulars of programmes are widely advertised and publicised to members of the public within New Zealand (including members of the public who do not purchase the *New Zealand Listener*), I, Jonathan Lucas Hunt, the Minister of Broadcasting,—

(1) Hereby direct—

(a) That, subject to the provisions of this direction including, in particular, those requiring the entering into of a contract, you are required—

(i) To make particulars of programmes (other than advertising programmes) intended to be broadcast by you from a radio station or television station available, before those programmes are broadcast, to any publisher; and

(ii) To consent under section 30A (1) of the Broadcasting Act 1976 to the publication by any publisher of particulars of programmes (other than advertising programmes) intended to be broadcast by you; and

(iii) To consent to any publication that takes place pursuant to subparagraph (ii) of this paragraph taking place before the broadcasting of the relevant programmes;

(b) That the particulars required to be made available pursuant to paragraph (a) of this clause shall comprise, in respect of each programme,—

(i) Its title;

(ii) The broadcasting station from which it is intended to be broadcast;

(iii) Its scheduled time of broadcast;

(iv) Except where contractual obligations prevent you from advertising a programme in advance, both a brief synopsis of the programme's contents and cast lists of the main performers and actors who appear or are heard in the programme;

Provided that subparagraph (iv) of this paragraph shall not apply in respect of a news programme or a current affairs programme;

(c) That the particulars made available to any publisher pursuant to paragraph (a) of this clause shall be available to that publisher at Broadcasting House in Wellington on the day on which those particulars are made available to the *New Zealand Listener*;

(d) That where particulars made available to any publisher pursuant to paragraph (a) of this clause relate to a week, that week shall be a period of 7 days beginning on a Saturday and ending on the following Friday;

(e) That nothing in paragraph (c) of this clause prevents any publisher from arranging with you for the particulars that are made available to that publisher to be dispatched to that publisher by you at that publisher's expense;

(f) That the obligations imposed on you by paragraph (a) of this clause in respect of a publisher—

(i) Shall be conditional on the publisher entering into a contract with you; and

(ii) Shall continue only so long as a contract so entered into by the publisher is in force and its terms are being observed by that publisher;

(g) That any contract entered into for the purposes of paragraph (f) of this clause shall contain provisions ensuring—

(i) That you are entitled to recover from the publisher with whom the contract is made your costs of administration (as agreed with that publisher) in respect of the supply of particulars of programmes to that publisher,

which costs may include items such as paper, duplication, postage, freight, and dispatch but not the costs of collating those particulars; and

(ii) That where particulars of programmes supplied by you to the publisher with whom the contract is made are published by that publisher, those particulars are published by that publisher in substantially the same form as that in which they are supplied to that publisher by you; and

(iii) That you are not to be liable for programme changes or for your inability to broadcast a particular programme; and

(iv) That where a publisher publishes in any publication particulars of television programmes to be broadcast in any period that publisher shall give in that publication particulars of the radio programmes which are to be broadcast by you in that period and which are relevant to the area in which that publication is circulated; and

(v) That, where the publisher with whom the contract is made publishes particulars of programmes (before those programmes are broadcast by you) and the schedule of such particulars published in any issue of that publication covers a period of more than 2 consecutive days, that publisher shall pay to you for the right to publish those particulars in that publication a fee, to be fixed by you, for each copy of an issue of that publication in which the particulars appear, which fee shall be specified in the contract and shall be not less than 2.5 cents and not more than 3.5 cents for each such copy:

Provided that the fee provided for in this subparagraph shall not be payable if the only period or periods of more than 2 consecutive days covered by any schedule of such particulars which is published in any issue of that publication is a period, or are each a period, of 3 consecutive days comprising a Saturday and a Sunday and a public holiday or 3 public holidays or 2 public holidays and either a Saturday or a Sunday; and

(vi) That the method by which the number of copies on which the fee provided for in subparagraph (v) of this paragraph is charged is provided for in the contract, which method may be based on the audited circulation of the publication, the copies sold, the copies distributed, or the copies printed or on such other matters as are provided for in the contract; and

(vii) That you may require the publisher with whom the contract is made to pay in advance, for each quarter of 3

months, any fees that will be payable, or are estimated to be payable, by that publisher pursuant to the provisions inserted in the contract pursuant to subparagraph (v) of this paragraph; and

(viii) That, if the publisher with whom the contract is entered into publishes, while the contract is in force, any defamatory matter or malicious falsehood in respect of you or any of your officers or employees, that publisher commits a breach of the contract:

(h) That nothing in this direction prevents you, and nothing in any contract entered into for the purposes of paragraph (f) of this clause shall prevent you—

(i) From continuing to supply particulars of your programmes, without charge, to any person for publication in any newspaper (not being a newspaper in respect of which a contract entered into for the purposes of paragraph (f) of this clause is in force) on a day to day basis before or after the broadcasting of those programmes; or

(ii) From supplying particulars of your programmes, with or without charge, to any person for publication in any publication (not being a publication in respect of which a contract entered into for the purposes of paragraph (f) of this clause is in force) before or after the broadcasting of those programmes; or

(iii) From publishing in the *New Zealand Listener* or in any other publication or in any other manner particulars of your programmes:

(i) That nothing in this direction requires you, and nothing in any contract entered into for the purposes of paragraph (f) of this clause shall require you, to comply, in respect of any publisher, with paragraph (a) of this clause or with any contract entered into for the purposes of paragraph (f) of this clause if that publisher has published defamatory matter or malicious falsehoods in respect of you or in respect of any of your officers or employees; and

(2) Hereby revoke the notice dated the 4th day of November 1982* given to you by the Minister of Broadcasting in the immediately preceding Government, Ian John Shearer.

Dated at Wellington this 23rd day of November 1984.

JONATHAN HUNT, Minister of Broadcasting.

**Gazette*, 1982, p. 3676