

Proving a service in accordance with ‘Key Commitments’, Westfield Arts College

Type of case	Broadcast Licence Conditions
Outcome	In Breach
Service	AIR
Date & time	10 to 11 December 2022
Category	Key Commitments
Summary	The Licensee failed to fulfil the original output requirements specified in its Key Commitments. Breaches of Licence Conditions 2(1) and 2(4).

Introduction

AIR is a community radio station licensed to provide a service for the community of Weymouth and surrounding areas. The licence is held by AIR by Westfield Arts College (“AIR” or “the Licensee”).

Like other community radio stations, AIR is required to deliver ‘[Key Commitments](http://static.ofcom.org.uk/static/radiolicensing/Community/commitments/cr100787.pdf)’ (<http://static.ofcom.org.uk/static/radiolicensing/Community/commitments/cr100787.pdf>), which form part of its licence. These set out how the station will service its target community and deliver social gain (community benefits), and also include a description of the on-air programme service.

Ofcom received a complaint that AIR was not broadcasting the service described in its Key Commitments, in particular, that the station’s programming did not include original output for a minimum of nine hours per day at weekends and did not include locally-produced output for a minimum of 13 hours per day. We therefore requested a programme schedule and recordings of AIR’s output for the week of 5 to 11 December 2022, indicating all content that falls under Ofcom’s definition of original output.

Having listened to the recordings, we were satisfied that AIR was meeting its locally-produced output requirement. However, it appeared that AIR was not delivering the required original output on weekends and was therefore not meeting the following of its Key Commitments:

- “The service provides original output¹ for a minimum of 7 hours per weekday; 9 hours per day on weekends”

Ofcom considered that this raised potential issues under Conditions 2(1) and 2(4) in Part 2 of the Schedule to AIR’s licence: These state, respectively:

“2(1) The Licensee... shall provide the service specified in Part I (b) of the Annex [Key Commitments] for the remainder of the licence period”;

“2(4) Subject to Condition 2(5) below..., the Licensee shall ensure that the Licensed Service accords with the proposals set out in Part (b) of the Annex so as to maintain the character of the Licensed Service throughout the licence period”.

We requested comments from the Licensee on how it was complying with these conditions.

Response

AIR acknowledged that it is not meeting its original output on the weekends. The Licensee attributed this to the impact of the pandemic on the number of volunteers, falling from 32 “registered members” in 2020 to 20 at the start of 2023. The Licensee stated that some volunteers took a step back from their roles at the station to find alternative sources of employment, whilst other volunteers were unable to broadcast content remotely. AIR outlined that it has started to recruit and train more volunteers to be able to meet its original output requirement. The Licensee also stated that it has “plans to introduce specific programmes made and presented by the groups and organisations that support [the target community]”.

AIR explained in its response to the Preliminary View that it acknowledges that it was broadcasting less than the required original output hours on the weekend monitored and that it has started to “rectify the shortfall in hours” owing to the recruitment of new presenters who will provide content at the weekend.

Decision

Reflecting our duties to ensure a diverse range of local radio services, community radio licensees are required to provide the licensed service specified in their Key Commitments. This is a fundamental purpose for which a community licence is granted.

In our assessment, we found that Westfield Arts College was not providing nine hours of original output per day on weekends. Ofcom found that the Licensee was broadcasting a maximum of four and seven hours on 10 and 11 December respectively.

We recognise that the Licensee attributed the Coronavirus pandemic as a factor in its failure to meet its Key Commitment on original output because of the difficulty to retain volunteers and inability for some volunteers to broadcast remotely.

¹ Original output is output that is first produced for and transmitted by the service, and excludes output that was transmitted elsewhere before. Original output can be live or voice-tracked. Repeat broadcasts of original output do not count towards the minimum requirement.

In our Note to broadcasters, dated 12 April 2021, Ofcom stated that: “If you anticipate that you may still face challenges in meeting any of your production and programming commitments beyond 30 September 2021 as a result of the ongoing impact of the pandemic, we ask that you notify us as soon as possible before this date to explain what obligation(s) may be missed, the circumstances that have led to this, and any mitigations you have sought to put in place. We may seek further relevant information as necessary. If no attempt to contact Ofcom is made and a licensee subsequently fails to meet its programming and production commitments, we may commence enforcement action”.

Ofcom received no communication from AIR that it would not be able to meet its Key Commitments prior to receiving the complaint.

We acknowledge that the Licensee is taking steps to increase its original output, which includes recruiting and training more volunteers. We also note that the Licensee plans to introduce specific programmes that are made and presented by young people from their target community. However, it remains that the output of the on-air service failed to meet the requirement to broadcast nine hours of original output per day on weekends.

Ofcom’s Decision is that Westfield Arts College is in breach of Licence Conditions 2(1) and 2(4) for failing to deliver nine hours of original output on the weekend of 10 and 11 December 2022.

We expect the Licensee to work to rectify this immediately.

Breaches of Licence Conditions 2(1) and 2(4)