



Retention and production of recordings, Canalside Community Radio Limited

Type of case	Broadcast Licence Conditions
Outcome	In Breach
Service	Canalside Radio 102.8 FM
Date & time	23 to 30 October 2023
Category	Retention and production of recordings
Summary	The Licensee failed to provide recordings to Ofcom for the purpose of assessing the content. Breach of Licence Condition 8(2)

Introduction

Canalside Radio 102.8 FM is a community radio station serving the north-eastern area of the Borough of Macclesfield. The licence is held by Canalside Community Radio Limited (“Canalside” or “the Licensee”).

Like all other community radio stations, Canalside is required to deliver ‘[Key Commitments](http://static.ofcom.org.uk/static/radiolicensing/Community/commitments/cr000160.pdf)’ (<http://static.ofcom.org.uk/static/radiolicensing/Community/commitments/cr000160.pdf>), which form part of its licence. These set out how the station will serve its target community and deliver social gain (community benefits) and include a description of the on-air programme service.

Ofcom requested full 24-hour recordings for the week 23 to 30 October 2023 to ensure that Canalside was complying with its Key Commitment to broadcast 12 hours of original output per day. This was following a [decision](#) published in September 2022, in which we found the Licensee in breach of its licence for failing to meet its original output requirement (https://www.ofcom.org.uk/__data/assets/pdf_file/0020/244370/Canalside-Community-Radio-Limited.pdf). We also requested a full programme schedule for the week beginning 23 October 2023 and an explanation of how Canalside was meeting its obligations under its Key Commitments.

The Licensee provided an explanation of how it was meeting some of its Key Commitments, in addition to an outline of how it was not meeting its commitment to provide original output for a minimum of 8 hours per day. However, it did not provide the recordings for the week requested. Ofcom considered that this raised potential issues under Condition 8 of Canalside's licence which states:

- 8(2): "In particular, the Licensee shall:
- (a) make and retain, for a period of 42 days from the date of its inclusion therein, a recording of every programme included in the Licensed Service together with regular time reference checks;
 - (b) at the request of Ofcom forthwith produce to Ofcom any such recording for examination or reproduction".

We requested comments from Canalside Community Radio Limited on how it was complying with these conditions.

Response

In reaching our Preliminary View, we took into account the following information provided by the Licensee in its emails refusing to provide recordings.

Canalside argued that "With reference to the tapes, if we had someone who had insulted someone on air or sworn at someone or odd lyrics I would be the first to send you the recordings, but I point blankly refuse to send something that you know the answer to already because we have owned up and I have furnished you with who is who and what is what, times, hours, dates".

The Licensee stated that it was not meeting its requirement for eight hours per day of original output during the week requested. Canalside argued that the original output and locally produced output aspects of its Key Commitments are not vital to fulfilling its character of service as a community radio station. In particular it highlighted the following three points as being what it considers its Key Commitments to be, and confirmed it has done these things "for the last 19 Years with no issues":

- a) "To be accessible at all times to our Community. To welcome everyone and to not discriminate".
- b) "To provide opportunities, openings and training to all in our Community (and some / many over the years outside of our Community)".
- c) "To be answerable and accountable to our Community".

In representations made in response to our request for comments on the Preliminary View, Canalside has made extensive further representations on its views above. It has further argued that it should not be required to provide recordings given that it has outlined in writing that it is not currently meeting its requirement for original output.

Decision

In each broadcaster's licence, there are conditions requiring the licensee to comply with any request by Ofcom to produce recordings of programmes as broadcast. For community radio licensees, this is reflected in Licence Condition 8(2).

Breaches of this condition are significant because they impede Ofcom's ability to assess the output of the service. This is key part of the enforcement process for cases about compliance with both licence conditions and the Broadcasting Code. Ofcom had informed the Licensee that recordings were going to be requested as a result of the previous in breach decision.

We note the Licensee's views on its Key Commitments, last revised in March 2023, that the original and locally-produced output requirements are not vital. We would like to remind licensees that Key Commitments are a fundamental aspect of a community radio licence and are put forward and agreed with each licensee from the outset and at each revision. This is made clear to all prospective licensees before they apply for a licence.

We note from the information provided by the Licensee that it appeared that Canalside was meeting its character of service and social gain objectives for the week in question, but was not meeting its original output requirement, as stated in its Key Commitments. However, we were unable to fully assess its compliance with these requirements because we did not receive recordings for the week as requested. The Licensee's failure to provide the material was significant in this case as it impeded Ofcom's ability to assess the content and therefore the Licensee's compliance with its Key Commitments.

Ofcom's Decision is therefore that Canalside Community Radio Limited is in breach of Condition 8(2). We will be monitoring the service in the future to ensure that Canalside is complying with its Key Commitments and the requirement to retain and produce recordings.

Breach of Condition 8(2)