



Non-provision of recordings and information, Stafford Radio Broadcasting Limited

Type of case	Broadcast Licence Conditions
Outcome	In Breach
Service	Vibe 1
Date & time	15 to 21 June 2026
Category	Retention and production of recordings General provision of information
Summary	The Licensee failed to retain and provide recordings to Ofcom on request. Breach of Licence Conditions 8(1) and 8(2) (Retention and production of recordings). The Licensee also failed to provide information to Ofcom on request. Breach of Licence Condition 9(1) (General provision of information).

Introduction

Vibe 1 is a community radio station providing a service for the residents of Stafford and nearby villages, with a core target audience of people aged 45 and over. The licence is held by Stafford Radio Broadcasting Limited (“Stafford Radio” or “the Licensee”).

Like other community radio stations, Stafford Radio is required to deliver Key Commitments through its service Vibe 1, which forms part of its licence. Ofcom received complaints that the Licensee had not been broadcasting for an extended period of time and was not meeting its Key Commitments. In order to assess the complaints, Ofcom requested recordings of the broadcast output of the service between 15 to 21 June 2026, as well as the schedule of output for the same week.

The Licensee explained that on 18 June 2026 it had been “evicted” from its studio premises “due to a dispute with the landlord” and the “studio was locked by bailiffs”. The Licensee added that the internet and power was turned off. The Licensee also claimed that on 19 June 2026, “the station was sabotaged by an ex presenter who replaced the radio playout with a test tone and around 50 hours

of offensive music". The Licensee explained that it "remedied this matter as soon as [it was] physically able" and reassured Ofcom that no offensive music was played on air. It added that it has since "regained access and control to all parts of the station including the recording function".

The Licensee said that it had kept Ofcom fully up to date and has "acted promptly, effectively and are now fully in compliance with [its] requirements and licence conditions".

Ofcom did not receive the recordings, or a schedule, for the week requested.

Ofcom considered that this raised potential issues under Licence Conditions 8(1), 8(2) (a) and (b) and Condition 9(1), which state that:

- 8(1): "The Licensee shall adopt procedures acceptable to Ofcom for the retention and production of recording of the Licensed Service's broadcast output".
- 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...
 - b) at the request of Ofcom forthwith produce to Ofcom any such recordings for examination..."
- 9(1): "The Licensee shall maintain records of and furnish to Ofcom in such manner and at such times as Ofcom may reasonably require such documents, accounts, estimates, returns, reports, notices or other information as Ofcom may require for the purpose of exercising the functions assigned to it by other under the 1990 Act, the 1996 Act of the Communication Act..."

Response

Ofcom did not consider it necessary to seek a response from the Licensee in reaching a Preliminary View in this case. However, we took into account its response to our request for information and recordings (see above). We issued a Preliminary View to the Licensee that it had breached the above licence conditions and gave it an opportunity to make representations on this Preliminary View.

The Licensee acknowledged that it had been unable to provide the requested recordings and programme schedule. It stated that this had arisen from "a serious and highly unusual disruption to the station's premises and technical systems". It explained that on 18 June 2026 it had been denied access to its studio following bailiff action arising from a dispute with its landlord and that power and internet services to the premises had been disconnected, preventing staff from accessing or controlling broadcast or recording equipment. The Licensee explained that on 19 June 2026, "an unauthorised former presenter interfered with the station's playout arrangements". While acknowledging alterations to the playout system, the Licensee disputed that any offensive music was broadcast and stated that it acted to regain control as soon as practicable.

The Licensee added that, following restoration of access, it had "investigated whether the requested recordings could be recovered" but had been unable recover them because "the specific logger had

been switched off". It further stated that the requested programme schedule "was not supplied but can confirm that nothing on those dates was being played apart from the test tone". Stafford Radio expressed that it "did not deliberately withhold recordings or information from Ofcom" and that "the non-provision resulted from the loss of access and control [mentioned above]".

Stafford Radio stated that it has since implemented a number of remedial measures, including installing a broadcast logger that records the station's complete output, retaining recordings for at least 42 days, introducing off-site and cloud storage, implementing daily checks to ensure recordings are created and retrievable, restricting access to the playout and recording systems, introducing a written procedure for responding to Ofcom requests, assigning responsibility for regulatory correspondence and preservation of recordings to a named individual, and implementing procedures for retaining schedules, playout logs and other compliance records.

The Licensee asked Ofcom to take into account that the failure occurred during what it described as "an exceptional loss of access, power, connectivity and control", that it was not "a deliberate or reckless refusal to cooperate with Ofcom", that there were "no previous comparable findings" against it, and that "meaningful measures" had been implemented to prevent a recurrence. The Licensee requested that Ofcom conclude the matter "without escalation or sanction" and record the exceptional circumstances and remedial action in its final decision.

Decision

In each broadcaster's licence, there are conditions requiring the licensee to retain recordings for a specific number of days after broadcast, and 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. Licensees are also required to provide information that Ofcom reasonably requires to exercise its functions and to do so in a timely manner. For community radio licensees, this is reflected in Licence Condition 9.

Breaches of these conditions are significant because they impede Ofcom's ability to assess whether a particular broadcast raises potential issues under the relevant Ofcom Codes and Licence Conditions. This, in turn, affects Ofcom's ability to carry out its statutory duties in regulating broadcast content.

As set out in the "Introduction" section above, Ofcom requested recordings of content broadcast between 15 and 21 June 2026 and a schedule for the same week, but the Licensee failed to provide the recordings or the schedule. This failure prevented Ofcom from assessing the Licensee's compliance with its Key Commitments by providing a service for its target community.

While Ofcom acknowledges the circumstances described by the Licensee and its representations that the failure to provide the requested recordings and programme schedule was not "a deliberate or reckless refusal to cooperate with Ofcom". However, failure to provide these materials prevented Ofcom from assessing the service and determining whether the Licensee was complying with its Key Commitments and licence obligations. The absence of these materials significantly impeded Ofcom's ability to assess the concerns raised and to carry out its statutory functions.

Therefore, Ofcom's Decision is that the Licensee is in breach of Licence Conditions 8(1) and 8(2)(a) and (b) for failing to retain and produce recordings to Ofcom on request, and also in breach of Licence Condition 9(1) for failing to provide the requested information.

Ofcom acknowledges the remedial measures Stafford Radio has implemented to strengthen its recording, retention and compliance arrangements to reduce the risk of a recurrence. While these steps are welcomed, Ofcom will monitor this service to ensure Stafford Radio is complying with its Key Commitments and its requirements to retain and produce recordings and provide information to Ofcom.

Breach of Licence Conditions 8(1), 8(2)(a) and (b) and 9(1)