
MINUTES of the COMPLAINTS COMMITTEE MEETING
Wednesday 9 September at 10.30 a.m.
Gate House, 1 Farringdon Street, London EC4M 7LG

Present: Richard Best (Deputy Chairman, in the Chair)
Lara Fielden
Janette Harkess
Gill Hudson
David Jessel
Matthew Lohn
Jill May
Elisabeth Ribbans **Absent for Item 15.1**
Neil Watts
Peter Wright **Absent for Items 8 and 15.1**
Nina Wrightson

In attendance: Elizabeth Bardin, Minute-taker and Governance Manager
Charlotte Dewar, Director of Operations
Ben Gallop, Senior Complaints Officer
Bianca Strohmann, Senior Complaints Officer
Matt Tee, Chief Executive

Also present: **Members of the Executive:**

Xavier Bastin
Ciaran Cronin
Niall Duffy
Alistair Henwood, Arbitration Researcher (IPSO)
Vikki Julian
Robyn Kelly
Holly Pick

Observers:

Jonathan Grun, Editors' Code of Practice Committee

1. Apologies for Absence

An apology for absence was received from the Chairman, Sir Alan Moses.

2. Declarations of Interest

2.1 Elisabeth Ribbans declared an interest in item 15.1 due to her personal acquaintanceship with two of the individuals concerned. She would leave the meeting for this item.

2.2 Peter Wright declared an interest in items 8 and 15.1 due to his connection with Associated Newspapers. He would leave the meeting for these items.

3. Update by the Chief Executive

Following the introduction of two new staff members by the Acting Chairman – Ciaran Cronin, Complaints Officer, and Vikki Julian, Press and Communications Officer – the Chief Executive noted that the previous day was the first anniversary of IPSO's foundation. He informed the Committee that this had been marked by the group Hacked Off by way of a demonstration outside IPSO's office, and that Hacked Off had delivered a birthday card. He reported that the demonstration, although with a police presence, had been peaceful.

Later in the day he was interviewed on Radio 5 Live, following Dr Evan Harris, Joint Executive Director of Hacked Off, and also had a broadcast discussion with Steve Coogan, a member of Hacked Off.

He provided brief details of research carried out on public and opinion-former perceptions of IPSO and noted that the Director of External Affairs would provide further details to the Committee in due course.

Regulatory Funding Company

The Chief Executive apprised the Committee that a good discussion had taken place with the Regulatory Funding Company and that an agreed four-year contract was pending. There was, however, frustration felt at there being less progress on the Rules. The Chairman, Sir Alan Moses, was soon due to have a further meeting with Kevin Beatty, Chair of the Regulatory Funding Company, in the hope of reaching a satisfactory resolution before long.

The Editors' Code

The Chief Executive advised that changes to the Editors' Code were being considered by the Editors' Code of Practice Committee.

4. Update by the Director of Operations

The Director of Operations expressed her thanks to Ben Gallop, Senior Complaints Officer, and the complaints team for the splendid work carried out in her absence on leave, particularly on the efficient production and timely distribution of the meeting papers.

She acknowledged public criticism that IPSO had not made sufficient progress in developing its Standards function and noted that she looked forward to the arrival of the new Head of Standards.

She noted that the responses from the publishers to the requirement to submit annual statements had so far been good.

5. Minutes of the Complaints Committee Meeting held on 15 July 2015

The Committee approved the minutes as a true record of the meeting on 15 July 2015, subject to the correction of a typographical error in the numerical references to those absent for certain items in the list of attendees and in paragraph 2, and a further typo in Item 10.

6. Matters Arising

6.1 Complaints 02716-15/03071-15 West/Draper v Sunday Mirror

In a detailed discussion, the Committee reconsidered these complaints in light of clarifying information it had received since it gave original consideration to the issues raised. It concluded that there was no breach of Clause 1 (Accuracy) or Clause 3 (Privacy); the complaints were not upheld. A copy of its ruling appears in **Appendix A**.

6.2 Complaint 00782-15 Goundry v East Kilbride News

The Committee reconsidered this complaint. It discussed in detail the issues raised it raised in relation to the requirement in Clause 1 (i) that care be taken not to publish inaccurate information, and the requirement in Clause 1 (ii) that a prompt correction be published once a significant inaccuracy is "recognised". The Committee ruled that the complaint was upheld under Clause 1 (ii) (Accuracy). A copy of its ruling appears in **Appendix B**.

7. Complaint 04088-15 Pell & Bales v The Sun

The Committee discussed whether the prevailing news, social and political environment had generated public interest sufficient to justify an investigation involving the level of subterfuge employed by the newspaper. The Committee also discussed the stages of decision-making required by the publication and whether or not the information could reasonably have been obtained by other means. The

Committee ruled that the complaint should not be upheld. A copy of its ruling appears in **Appendix C**.

Peter Wright left the meeting for the next item.

8. Complaint 04012-15 A Woman v Mail Online

This complaint had previously been circulated to the Committee in correspondence, but following comments from members it was decided it should be considered at a meeting. The Committee discussed this complaint and ruled that it should not be upheld. A copy of its ruling appears in **Appendix D**.

Peter Wright re-joined the meeting for the next item.

9. Complaint 04762-15 Wadhams v The Times

The Committee discussed this complaint and ruled that it should not be upheld. A copy of its ruling appears in **Appendix E**.

10. Complaint 03653-15 Belaon v The Sunday Telegraph

The Committee discussed this complaint in detail and asked the Executive staff to clarify one point of information before finalising its decision. This was done shortly after the meeting and a copy of the Committee's ruling that the complaint should not be upheld appears in **Appendix F**.

11. Complaint 03644-15 Nesbitt v The Portadown Times

This complaint had previously been circulated to the Committee in correspondence, but following comments from members it was decided it should be considered at a meeting. The Committee agreed that the complaint was upheld under Clause 1 (i). A copy of its ruling appears in **Appendix G**.

12. Complaint 02475-15 Jackson v Daily Mirror

The Committee discussed this complaint and ruled that it should not be upheld. A copy of its ruling appears in **Appendix H**.

13. Complaints not adjudicated at a Complaints Committee meeting

The Committee confirmed its formal approval of IPSO Papers listed in **Appendix I**. The approval of the relevant complaints was duly noted.

14. Discussion Papers

14.1 Complaints Procedures

The Committee discussed Complaints Procedures drafted by the Director of Operations. A Committee member enquired about the Complaints Review currently in progress. The Chief Executive confirmed that the Review findings would be discussed by the Board at its next meeting at the end of September, and by the Committee at its next meeting in October.

Some members sought assurance that complainants were given clear information about whether decisions on their complaints had been made by the Committee or by the Executive. The Director of Operations advised that complainants were informed but confirmed that she would review the drafting of the relevant template letters to ensure that they were entirely clear.

Members of the Committee asked that a “quality assurance” system be put in place for decisions taken by the Executive not to proceed with consideration of complaints at the early stages. The Director of Operations asked those members who were interested in getting involved with such a process to contact her to that effect. Committee members were invited to submit any other comments on the draft Complaints Procedures within 14 days.

14.2 Retention Requirements

The Committee discussed the Executive’s proposals of a draft requirement to be issued by IPSO to address a problem previously identified by the Committee, in which it was unable to consider a complaint fully because it did not have a copy of the original article under complaint. It had been published on the newspaper’s website and no copy had been retained when it had been amended by the newspaper in response to a direct complaint, prior to IPSO’s involvement.

The Executive noted that it had been influenced in drafting the requirement by a concern about the potential impact on smaller publishers; smaller publishers were more likely to face difficulties with a new requirement as they were less likely to have in place sophisticated content management systems and might find the expense involved in investing in such technology prohibitive.

The Committee welcomed the discussion paper and agreed to recommend the draft requirement to the Board. This would require regulated entities to incorporate retention requirements into their complaints procedure, and to take steps to ensure that editorial staff were aware of these requirements.

15. Any other business

Elisabeth Ribbans and Peter Wright left the meeting for the next item.

15.1 Follow up Blair v Daily Mail

The Committee noted the response from the newspaper and agreed that this complaint had now reached a conclusion. It was suggested the Executive write to the newspaper informing them that no further action was required.

Elisabeth Ribbans and Peter Wright re-joined the meeting for the next item.

15.2 Partnerships in Care v Ayrshire Post Adjudication

A detailed discussion took place concerning the prominence with which the newspaper had published the adjudication.

The Committee agreed to accept the newspaper's offer to republish the adjudication with greater prominence as an appropriate step in light of the concern that had been raised.

16. Date of next meeting

The next meeting will be held on Wednesday 14 October 2015 at 10.30 a.m.

The meeting ended at 13.13

Elizabeth Bardin
Governance Manager
10 September 2015

Appendix A

Decision of the Complaints Committee

02716-15 West v Sunday Mirror

03071-15 Draper v Sunday Mirror

Summary of complaints

1. Aimée West complained to the Independent Press Standards Organisation that the Sunday Mirror had breached Clause 1 (Accuracy), Clause 3 (Privacy), Clause 4 (Harassment) and Clause 5 (Intrusion into grief or shock) of the Editors' Code of Practice in an article headlined "Murdered soldier Lee Rigby's fiancée 'finds happiness' with his army pal", published on 12 April 2015.
2. IPSO also received a separate complaint from Major Paul Draper. As the two complaints raised substantially similar concerns, the Committee elected to consider them together.
3. The article claimed that Ms West, the fiancée of murdered soldier Drummer Lee Rigby, had "found happiness" with Major Draper, a friend of Drummer Rigby who had attended his funeral.
4. The complainants said the publication of information regarding their private relationship was intrusive. Ms West said her friends and family had not known about the relationship at the time the article was published. While she acknowledged that she had become the subject of public attention following Drummer Rigby's death, she was not a "celebrity"; any interviews she had given had centred on Drummer Rigby and the charity she had set up in his memory. The story was gossip and a by-product of the bereavement she had suffered. Its publication demonstrated a lack of sympathy and discretion.
5. Ms West said a reporter representing the newspaper had approached her at home, by email and on social media on the Friday before the article was published. She was away all weekend, with very limited telephone reception and no internet connection, but her mother had texted her late on the Saturday evening to tell her that a reporter had visited her address. Her mother had told the reporter that she was away for the weekend. Ms West then arranged to meet Major Draper in order to discuss the matter.
6. Major Draper said the journalist had sent him five messages, and called and left voice mails. In addition, a journalist had waited for him at his Army Cadet Force detachment. He said he had met with Ms West in order to call the journalist back. She had sat next to him during the conversation, and had discreetly made a limited contribution to his answers. Major Draper had told the journalist that he had been unable to speak to Ms West as she was away for the weekend.
7. The complainants said that the reporter's approaches constituted harassment, in breach of Clause 4 of the Code.
8. The complainants said the article's claim that it was "common knowledge" that they were dating was inaccurate. They had not been on "several dates", and they had not, as claimed, attended cadet functions or a memorial service to soldiers killed in Afghanistan at St Paul's Cathedral together.
9. In addition, the article included the following inaccuracies: Ms West had not lost friends during the conflict in Afghanistan; she had not tried to contact Drummer Rigby in Manchester; she was not a Staff Sergeant, but a Colour Sergeant Instructor; Major Draper was 50, not 51; Drummer Rigby had not been attached to a cadet unit led by Major Draper's ex-partner; and Major Draper and his partner had separated in August, not November.

10. Major Draper said that during his conversation with the reporter, none of the details that would later be published were put to him for his comment. The reporter had only said that the story would be “sensitively” handled. As such, Major Draper said he had not been given the opportunity to correct him or to reply, and he considered this to be a breach of Clause 2 (Opportunity to reply).
11. The newspaper said that the article was based on information provided by a confidential source. The reporter had also contacted Major Draper and informed him that the intended article would report that he was in a relationship with Ms West, and that Ms West had “found happiness”.
12. The newspaper considered that Major Draper had led the reporter to believe that the pair were “seeing each other”. The newspaper provided a transcript of the conversation, which stated that the reporter had asked if they were “in a relationship”, and Major Draper had replied “I wouldn’t call it [a] relationship, I would say that we are very good friends and we enjoy each other and we enjoy each other’s company”. It noted that the story had not alleged that the complainants had a “relationship”.
13. Given that Ms West was sitting next to Major Draper during the conversation with the reporter, the newspaper did not consider that either individual had a reasonable expectation of privacy regarding the information that had been disclosed by Major Draper during the conversation. Although the newspaper had not been aware of Ms West’s presence at the time, it considered that there must have been a degree to which Major Draper had been speaking on behalf of them both.
14. The newspaper said that its source and Major Draper had given the impression that their socialising was public knowledge within their work community. It noted that when asked whether the pair were “openly attending functions together at the cadets”, Major Draper had said “oh yeah we did, yeah, we went out with all our colleagues. We went to a 30th birthday party last Saturday evening”.
15. The newspaper said that, while Ms West might have been unhappy for certain details to be made public, she had openly discussed her private life with the media in the past. It further noted that, in conversation with the reporter, Major Draper had said “well you’re not the person I’m going to ring when I finally do get to speak to Aimée and I say let’s go out and get an interview done and some pictures done”. As Major Draper had referred to their intention to give an interview in future, the newspaper did not consider that there could be an issue with regard to the protection of Ms West’s private romantic choices.
16. The newspaper said that it was satisfied that its source could be relied upon to provide accurate information. Its reporter had also tried to contact Ms West before publication; messages provided by the newspaper showed that the reporter had requested her comments on the story that she had “found happiness” with Major Draper. It did not consider that the contacts with either complainant amounted to harassment.
17. The newspaper said it had no reason to believe that the article was inaccurate before publication. As a gesture of good will, however, it offered to publish the following correction, a form of which would also be published beneath an amended online article:

On 12.04.2015 under the headline "Lee Rigby's fiancée finds happiness with his army pal" we published an article about Maj Paul Draper and Ms Aimee West. We would like to clarify the following: Maj Draper is not 51, he is 50. Ms West and Maj Draper did not attend a service to honour fallen soldiers in Afghanistan at St Paul's Cathedral together. Ms West denies that she and Maj Draper have been on several dates. Ms West is not a staff sergeant with 19 Company of the ACF. Mr Rigby was not in Manchester when Ms West tried to call him and was not attached to a cadet unit led by Maj Draper's ex-partner.

18. The newspaper did not consider that the article had been insensitive, gory or gratuitous in breach of Clause 5.

Relevant Code provisions

19. Clause 1 (Accuracy)

- i) The Press must take care not to publish inaccurate, misleading or distorted information, including pictures.
- ii) A significant inaccuracy, misleading statement or distortion once recognised must be corrected, promptly and with due prominence, and - where appropriate - an apology published. In cases involving the Regulator, prominence should be agreed with the Regulator in advance.

Clause 2 (Opportunity to reply)

A fair opportunity for reply to inaccuracies must be given when reasonably called for

Clause 3 (Privacy)

- i) Everyone is entitled to respect for his or her private and family life, home, health and correspondence, including digital communications.
- ii) Editors will be expected to justify intrusions into any individual's private life without consent. Account will be taken of the complainant's own public disclosures of information.

Clause 4 (Harassment)

- i) Journalists must not engage in intimidation, harassment or persistent pursuit.
- ii) They must not persist in questioning, telephoning, pursuing or photographing individuals once asked to desist; nor remain on their property when asked to leave and must not follow them. If requested, they must identify themselves and whom they represent.
- iii) Editors must ensure these principles are observed by those working for them and take care not to use non-compliant material from other sources.

Clause 5 (Intrusion into grief or shock)

- i) In cases involving personal grief or shock, enquiries and approaches must be made with sympathy and discretion and publication handled sensitively. This should not restrict the right to report legal proceedings, such as inquests.

Clause 14 (Confidential sources)

Journalists have a moral obligation to protect confidential sources of information.

The public interest

- 4. The Regulator will consider the extent to which material is already in the public domain, or will become so.

Note by the Committee

20. The Committee originally considered the complaints at its meeting on 15 July 2015, and subsequently issued its decision to the parties. In response, the newspaper submitted that the Committee's decision had been based on incomplete information. The Committee elected to reconsider the complaints at its meeting on 9 September 2015 and this ruling is the outcome.

Findings of the Committee

21. The Committee was sympathetic to Ms West's position. She had been bereaved in high-profile and traumatic circumstances. Although she had previously spoken to the media about Drummer Rigby and the charity she had set up in his memory, she had not spoken publicly about her romantic and personal life.

22. The article had discussed the private lives of Major Draper and Ms West in that it had claimed that they were in a relationship. However, it had contained little in the way of detail about the nature of that relationship, or other private information.
23. The newspaper had made several attempts to contact Ms West before it published the story. She had not responded, but she had been made aware of the newspaper's intention to publish the article. She had also made contact with Major Draper to discuss the matter, and had been a party to his conversation with the reporter.
24. During his conversation with the reporter, Major Draper had engaged with the reporter's questions about the nature of his relationship with Ms West, discussed details about the nature of his connection to Ms West that might otherwise be considered private, and indicated that the pair had discussed and intended to give an interview to the press in future. As Ms West had been present during Major Draper's conversation with the reporter, and had not raised any objections at the time, the Committee was satisfied that Major Draper had spoken on behalf of both of them. In these circumstances, and having specific regard for the relatively minimal level of private information contained in the article, the complaints under Clause 3 were not upheld.
25. The Committee considered next whether the newspaper had taken care not to publish inaccurate, misleading or distorted information. The Committee noted the newspaper's attempts to contact Ms West before publication and the conversation between the journalist and Major Draper. However, that conversation had focused on whether he and Ms West were in a relationship; the newspaper had not asked him for comment on the claim that the pair had been seen together as a couple at a St Paul's Cathedral memorial service. This was subsequently demonstrated to be inaccurate, which was significant because it supported the article's assertion that the relationship was common knowledge. The failure to take the opportunity to seek confirmation from Major Draper of the accuracy of the claim – or otherwise verify its accuracy – was a breach of Clause 1 (i), and a correction was required under the terms of Clause 1 (ii).
26. The Committee was satisfied that the correction offered by the newspaper made clear that the complainants had not publicly declared their relationship by attending a memorial service together at St Paul's Cathedral. The prompt publication of the correction on page two – 11 pages further forward than the original article had appeared – and online was sufficient to meet the terms of Clause 1 (ii). The Committee did not consider that the remaining inaccuracies identified by the complainants amounted to significant points that required correction under the terms of Clause 1.
27. Under the terms of Clause 2, newspapers are not obliged to seek comment before publication. Rather, it provides for a fair opportunity to respond to published inaccuracies. The newspaper had offered to publish a correction; an opportunity to reply had not been requested. There was no breach of Clause 2.
28. The newspaper had contacted the complainants for their comments before the article was published. There was no suggestion that the reporter had persisted with questioning once asked to desist. The complaint under Clause 4 was not upheld.
29. The terms of Clause 5 relate to the conduct of journalists in cases involving personal grief or shock. In this instance, while the Committee had considered that the reasons why Ms West had come to public attention were a relevant factor in assessing her complaint under Clause 3, the article had not contained insensitive details in relation to her bereavement, nor had its tone or presentation been inappropriate. The complaints under Clause 5 were not upheld.

Conclusions

30. The complaints were upheld under Clause 1.

Remedial action required

31. Having upheld the complaints under Clause 1, the Committee considered what remedial action should be required.

32. In the Committee's view, the breach of Clause 1 would be appropriately remedied by the publication of the correction offered by the newspaper during IPSO's investigation of the complaints. This should be published without delay.

Appendix B

Decision of the Complaints Committee Ref 00782-15 Goundry v East Kilbride News

Summary of complaint

1. Matthew Goundry, acting with the consent of his mother Elizabeth Goundry, complained to the Independent Press Standards Organisation that the East Kilbride News had breached Clause 1 (Accuracy), Clause 2 (Opportunity to reply) and Clause 5 (Intrusion into grief or shock) of the Editors' Code of Practice in an article headlined "OAP appeals to council for repairs", published on 18 February 2015.
2. The article reported that the complainant's mother had appealed to the council to finish repairs to her house and noted that in the meantime she had been staying in her late son's bedroom. It reported that she had said that her late son had Down's syndrome.
3. The complainant said his late brother, Vincent Goundry, had multiple disabilities, including cerebral palsy, but he had not had Down's syndrome. Their mother had told him that she had not made reference to this condition during her conversation with the reporter. The complainant had raised his concerns with the newspaper directly, but it had not offered to publish a correction.
4. The complainant said the inaccuracy had caused distress because his mother had fought for the nature of his brother's condition to be recognised by professionals. During the IPSO investigation, Mrs Goundry provided an account of her interview with the reporter, stating that she had not said the words "Down's syndrome" during the interview.
5. The newspaper said it had published in good faith information provided by Mrs Goundry during the interview. It stood by the reporter's account of the conversation and supplied notes taken during the interview, which indicated that Mrs Goundry had said "I had to go into the back bedroom and I get upset in it as my son died with Down's syndrome and I didn't want to go into the room". Given the reporter's position and the notes, the newspaper did not consider that it was appropriate for it to issue an apology. However, after receiving confirmation from Mrs Goundry personally that she denied having referred to Down's syndrome, it offered to publish the following clarification on page two of a future edition:

"Vincent Goundry

An article which appeared in the East Kilbride News on February 18, 2015, under the headline 'OAP appeals to council for repairs' said that Vincent Goundry had suffered from Down's syndrome. In fact he suffered from cerebral palsy. We are happy to clarify this."

6. The complainant said the suggested correction was unacceptable because the offer was too late, and the newspaper had not accepted responsibility for the error.

Relevant Code provisions

7. Clause 1 (Accuracy)
 - i. The Press must take care not to publish inaccurate, misleading or distorted information, including pictures.
 - ii. A significant inaccuracy, misleading statement or distortion once recognised must be corrected, promptly and with due prominence, and - where appropriate - an apology published. In cases involving the Regulator, prominence should be agreed with the Regulator in advance.

Clause 2 (Opportunity to reply)

A fair opportunity for reply to inaccuracies must be given when reasonably called for.

Clause 5 (Intrusion into grief or shock)

- i. In cases involving personal grief or shock, enquiries and approaches must be made with sympathy and discretion and publication handled sensitively. This should not restrict the right to report legal proceedings, such as inquests.

Findings of the Committee

8. The reference to Down's syndrome had formed part of a quotation attributed to Mrs Goundry. The newspaper had provided contemporaneous notes taken by the reporter, which it had relied upon in reporting Mrs Goundry's comments. While noting that Mrs Goundry continued to dispute the accuracy of the notes, the Committee found that they demonstrated that there had been no failure to take care over the accuracy of the report. There was no breach of Clause 1 (i).
9. Nonetheless, it was accepted that Vincent Goundry did not have Down's syndrome. Although the Committee had established no failure by the reporter, the incorrect reference to Vincent Goundry's medical condition represented a significant inaccuracy in the context of the story. It therefore followed that a correction was required.
10. Clause 1 (ii) states that "a significant inaccuracy... once recognised must be corrected, promptly". When Mrs Goundry confirmed her position to IPSO in writing, the newspaper had offered to publish a correction. However, this was some seven weeks after it had first been made aware of the complainant's concerns, in his telephone call to the newspaper.
11. The Committee was therefore required to identify the time at which the inaccuracy had been "recognised". It noted that "recognition" cannot simply rely on the newspaper's acceptance of an inaccuracy; in order for the requirements of Clause 1(ii) to be meaningful, "recognition" must refer to the time at which the publication ought reasonably to have realised that an inaccuracy required correction. It concluded that because of the nature of the inaccuracy about Vincent Goundry's medical information – which the newspaper was unlikely to be in a position to contest – and the fact that the newspaper had not when alerted (or at any other time) questioned whether an inaccuracy had been published about his condition, "recognition" had occurred at the time the newspaper was first alerted to the matter.
12. As such, although the Committee was satisfied that the wording sufficiently addressed the inaccuracy, the newspaper had failed to make the offer promptly and had breached Clause 1(ii).
13. The complainant had expressed concern that the newspaper's initial refusal to publish a correction had represented a breach of Clause 2. Clause 2, however, affords individuals the opportunity to reply to inaccuracies when reasonably called for. The complainant had requested a correction, not an opportunity to reply. As such, there was no breach of Clause 2.
14. The terms of Clause 5 relate to the conduct of journalists, and the sensitivity of articles, in cases involving grief or shock. While the Committee understood that the inaccuracy had caused distress, its publication did not represent a breach of Clause 5. The conduct of the journalist had also not been inappropriate. The complaint under Clause 5 was not upheld.

Remedial action required

15. Having upheld the complaint, the Committee considered what remedial action should be required.

16. In order to remedy the breach of the Code, the newspaper should now publish the following adjudication on page nine, where the original article appeared, or further forward. The headline must be agreed with IPSO in advance. It should make clear that the complaint has been upheld by IPSO and make reference to the subject matter.

Matthew Goundry, acting with the consent of his mother Elizabeth Goundry, complained to the Independent Press Standards Organisation that the East Kilbride News had breached Clause 1 (Accuracy) of the Editors' Code of Practice in an article headlined "OAP appeals to council for repairs", published on 18 February 2015.

The article reported that, while waiting for repairs to be made to her house, the complainant's mother had been staying in her late son's bedroom, and quoted her as stating that her late son had Down's syndrome. The complainant said this was inaccurate: his brother had had cerebral palsy, and his mother had not misinformed the reporter about her son's condition. The complainant alerted the newspaper to the inaccuracy. However, the newspaper did not recognise the inaccuracy on the basis that it had the reporter's notes as a record of the conversation. It did not offer to publish a correction until Mrs Goundry had confirmed her position in writing. The Committee considered that the newspaper had failed to correct a significant inaccuracy promptly. The complaint under Clause 1 was upheld and IPSO required that the newspaper publish this adjudication.

Appendix C

Decision of the Complaints Committee 04088-15 Pell & Bales v The Sun

Summary of complaint

1. Pell & Bales complained to the Independent Press Standards Organisation that The Sun had breached Clause 1 (Accuracy) and Clause 10 (Clandestine devices and subterfuge) of the Editors' Code of Practice in an article headlined "Will gotten gains", published on 6 June 2015.
2. The article reported the findings of an undercover investigation carried out by the newspaper into the work of Pell & Bales, a telemarketing agency that conducts charity fundraising campaigns. The article reported that the investigation had found that call centres are "bombarding vulnerable older women... with appeals for more money". It gave details of the training the undercover reporter had received at the call centre, included examples of the conversations she had with people on the telephone and quoted the scripted responses Pell & Bales' staff were required to follow when dealing with the calls. The investigation followed the suicide of charity campaigner Olive Cooke, which had been widely reported as being connected to the volume of charity fundraising requests she had received.
3. The complainant said the investigation and resulting article represented a breach of Clause 10 of the Code. It said the newspaper could not justify its decision to engage in subterfuge as it had no grounds to believe that this would expose unlawful conduct, crime or serious impropriety. Furthermore, the newspaper's investigation had not uncovered information which could justify it in the public interest: the article stated that there was "no suggestion Pell & Bales did anything illegal", and the company was "scrupulous in instructing its employees to stick to acceptable practices".
4. The complainant was also concerned that the article was misleading in breach of Clause 1. It said that statements in the article and accompanying comment piece – including the headline – gave a distorted account of the newspaper's findings, in that they suggested that Pell & Bales had acted improperly. This was compounded by reference to Mrs Cooke, which incorrectly suggested that Pell & Bales were being investigated in connection with her death.
5. The complainant said the newspaper had inaccurately described the calls as "cold calls"; the calls were to existing donors. The newspaper had also inaccurately reported fundraisers' pay structure: the figures were incorrect, and fundraisers' pay would be increased only if they first met specific quality standards, such as compliance with the charity's script, branding and values.
6. The complainant considered that the references to older women being "targeted" were misleading. Charities supply the contact details for individuals on their supporter databases; Pell & Bales does not further "select" the subjects of calls. The fact that, on the day the reporter had worked at the call centre, fundraisers had been told that they would mainly be calling women aged between 60 and 70 merely reflected the makeup of the charity's supporters. The complainant also said that the reporter had given a misleading account of the calls she had made. The vast majority had not been as she had described in the article.
7. The complainant said the newspaper had not made a genuine attempt to verify the information with Pell & Bales before publication.
8. The newspaper said the article was commissioned by the Head of Features as a direct result of Mrs Cooke's death, which it believed demonstrated that cold calling vulnerable

people, such as the elderly, was becoming “dangerous”. This was a matter of considerable public interest.

9. The purpose of the investigation was to find out how the agency trained and managed its staff, and to ascertain whether high pressure sales techniques were used on elderly and vulnerable people. The newspaper said it was seeking to establish how people were selected for a call, what questions were asked, what answers provoked further questions, how long callers were expected to stay on the line, and whether a single donation was enough to keep a donor on a call list indefinitely.
10. The newspaper said that the reporter assigned to the project was asked to research charities that were known to have approached Mrs Cooke for donations. The reporter then applied for a job at a call centre through a recruitment company which advertised that it represented a number of those charities. During a telephone interview, the reporter was told that the call centre she would be working for was Pell & Bales. The reporter then checked Pell & Bales’ client list online and confirmed that it had worked for three charities that had contacted Mrs Cooke before her death.
11. On 28 May, the reporter emailed the Features Executive setting out her plans for the feature, explaining the proposed arrangements for a telephone interview and follow-up assessment with the recruitment company, after which she would be offered a job and a day’s training at the call centre, on 31 May. The newspaper noted that within an hour of signing up online, the reporter had reached the second stage of the recruitment process; no experience or qualifications were required. Later that day, the reporter’s email was sent to the newspaper’s legal department asking if there was any objection to the reporter proceeding with the training. The legal department raised no objections.
12. On 29 May, the Head of Features discussed the idea with the Head of Content, the Managing Editor and the Head of the Legal Department; the Editor was also consulted. Those present considered whether the required information could be obtained by means other than subterfuge. They concluded that sales techniques would be constantly under review and upgraded, so any existing research on this issue would be out of date. The option to question former call centre staff was rejected because finding people would be “too difficult”, and their testimony might also have been out of date. They considered advertising for case studies from elderly people, but rejected that approach on the basis that the evidence would have been subjective and limited to comment on the phone calls. Another option was to speak directly to the call centre management and ask to spend time working for them; this option was rejected because a “sanitised” version of the operation might have been presented. It was decided that the only way to establish how the agency operated in its normal environment was to send a reporter to work undercover in its call centre.
13. The day before the article was published, there was a further meeting of senior editorial staff to consider whether the level of subterfuge employed was proportionate to the public interest in the material obtained. The team considered that the level of subterfuge was relatively limited, in that the reporter attended a training day at a business. The level of personal information to be published was also minimal.
14. The findings of the investigation were also discussed. These included that older women were being targeted; staff turnover was high, suggesting that the work was upsetting; the script that callers used suggested that an “overriding financial purpose” had driven the cold calling; callers were trained to read “harrowing”, “hard luck” tales and use “hard sell” techniques to persuade people to donate; the legacy campaign encouraged people to leave money in their wills; and job and housing data was used “cynically” to establish the financial status of potential donors. The newspaper was also concerned by the general attitude of the teaching staff, including one person who said it was easier to ask for a bequest in a will than it was for a monthly donation. The newspaper concluded that a

minimal level of subterfuge was balanced against a considerable public interest, and the Editor decided to publish the article.

15. With regards to the complainant's concerns under Clause 1, the newspaper said the investigation was launched as a direct result of the death of Mrs Cooke; the article had not directed blame at Pell & Bales for her death. The newspaper said the headline was a play on the phrase "ill-gotten gains". It was not misleading; it referred to money acquired from wills and the "legacy campaign". The newspaper appreciated that Pell & Bales had adhered to the rules; the issue was whether or not the behaviour allowed within the rules was acceptable. It considered that its use of the words "tainted" and "hounded" had been justified.
16. The newspaper maintained that the reference to "cold calls" was accurate, noting that that "existing donor" meant that the individual had made a donation once. It was concerned that if someone made a charitable donation, it appeared to make them "fair game" to cold callers. It did not consider that the reporter's account of the calls she had made was misleading; the report had focused on the calls she had found upsetting.
17. The newspaper said that staff were told on numerous occasions that workers were rewarded for meeting targets, with the top fundraisers earning an extra £2 an hour and the next best earning an extra £1. They were told that in a financial campaign, part of your target was how much an individual fundraised; another target was the number of calls made in which a "decision-making contact" was spoken to.
18. The newspaper said it had contacted several charities to tell them about its investigation; three of them had given statements for publication. Pell & Bales were given the same opportunity to reply, over the same period of time. It first contacted Pell & Bales at 3pm, and then made three further calls requesting a statement. The reporter left messages, but was told the press team was in a meeting and received no response.

Relevant Code provisions

19. Clause 1 (Accuracy)
 - i) The Press must take care not to publish inaccurate, misleading or distorted information, including pictures.
 - ii) A significant inaccuracy, misleading statement or distortion once recognised must be corrected, promptly and with due prominence, and - where appropriate - an apology published. In cases involving the Regulator, prominence should be agreed with the Regulator in advance.
 - iii) The Press, whilst free to be partisan, must distinguish clearly between comment, conjecture and fact.

Clause 10 (Clandestine devices and subterfuge)

- i) The press must not seek to obtain or publish material acquired by using hidden cameras or clandestine listening devices; or by intercepting private or mobile telephone calls, messages or emails; or by the unauthorised removal of documents or photographs; or by accessing digitally-held private information without consent.
- ii) Engaging in misrepresentation or subterfuge, including by agents or intermediaries, can generally be justified only in the public interest and then only when the material cannot be obtained by other means.

The public interest

1. The public interest includes, but is not confined to:
 - i) Detecting or exposing crime or serious impropriety.
 - ii) Protecting public health and safety.
 - iii) Preventing the public from being misled by an action or statement of an individual or organisation.

3. Whenever the public interest is invoked, the Regulator will require editors to demonstrate fully that they reasonably believed that publication, or journalistic activity undertaken with a view to publication, would be in the public interest and how, and with whom, that was established at the time.

Note by the Committee

20. In assessing the newspaper's position that its activity was justified in the public interest, the Committee had regard for the broader debate that was taking place at the time the article was published about fundraising practices by charities. That debate was triggered by the death of Olive Cooke. However, the Committee emphasised that, in considering this complaint, it did not intend to reach or imply any conclusions as to the causes or circumstances of Mrs Cooke's death. Neither did it consider material that had been made public regarding Mrs Cooke's death since the article was published, which would have had no bearing on the newspaper's decision-making at the time of publication.

Findings of the Committee

21. The newspaper's investigation had taken place in the context of a widespread public debate about the fundraising techniques employed by charities and their possible effects on vulnerable people, and it had focussed on a call centre that had a specific and publicly identified link to the charities that had reportedly been involved in Mrs Cooke's case. The level of subterfuge employed was minimal, given the relative ease with which the reporter had been able to obtain a place on the training day, and the fact that the investigation had focused on sales techniques rather than confidential or personal information relating to identifiable individuals.
22. While alternative means for investigating practices in the sector generally were available to the newspaper, the Committee was satisfied that it could not have obtained, and verified, the information it sought by open means. In particular, it was unlikely to have been able to access the fundraising script and provide such detailed, up-to-date information on the methods used by call centre staff to prolong phone calls with potential donors. There was a public interest in reporting on these details; they contained specific, new information about the nature of the practices in common use by one of the firms in the sector. The reporter had uncovered no evidence that Pell & Bales was acting contrary to any relevant law or regulation, but this did not eliminate the public interest in the story: it was relevant to the issue of whether the current laws and regulations were adequate.
23. The Committee concluded that in the context of such significant public concern regarding charity fundraising practices, the low-level subterfuge employed was proportionate to the public interest identified. The resulting article reported general information about the firm's working practices and did not include any gratuitously intrusive material obtained through subterfuge. The newspaper had justified its methods and its story. The complaint under Clause 10 was not upheld.
24. The Committee then considered the complainant's concern that the newspaper had breached Clause 1 (Accuracy) of the Code in that the coverage had given the significantly misleading impression that the newspaper's investigation had uncovered improper practices on the part of Pell & Bales.
25. The coverage had, unquestionably, been highly pejorative in tone. However, in the view of the Committee, the newspaper had been entitled to take a position regarding the propriety of the practices described in the article, so long as the basis of its view was clear. The text of the article had stated expressly that there was "no suggestion that Pell & Bales did anything illegal", and reported that the company was "scrupulous in instructing its employees to stick to acceptable practices". The newspaper was entitled to its opinion that

the practices described in the article, which were permitted within those rules, were unacceptable.

26. The complainant had objected to the newspaper's reference to "cold calls" and denied that the elderly were "hounded" or "targeted" by its campaigns. The article had made clear, however, that the calls were to existing donors. It was not in dispute that on the day the reporter had worked at the call centre, predominantly older women were called because they made up the majority of that charity's supporter base. In this context, the reference to "targeting" was not significantly misleading. It was entitled to refer to unscheduled telephone calls received by individuals who may not have expected them as "cold calls". Furthermore, the newspaper had been entitled to its opinion that calling donors for a repeat donation and the use of techniques intended to prolong conversations with potential donors who were not responding positively represented "hounding".
27. The Committee noted the complainant's concern that the newspaper had only reported details of a select number of calls made by the reporter. However, the selection of material for publication is a matter of editorial discretion. The article had made clear that the reporter had made 25 calls in total. It was entitled to only focus on the calls that the reporter had found concerning.
28. Nor was the reference to fundraisers' pay significantly misleading: there were financial incentives for achieving performance targets.
29. The newspaper had tried to contact the company for comment before the article's publication. It had not failed to take care over the accuracy of the article, and the Committee did not identify any significant inaccuracies or misleading statements that required correction under the Code. The complaint under Clause 1 was not upheld.

Conclusion

30. The complaint was not upheld.

Appendix D

Decision of the Complaints Committee 04012-15 A woman v Mail Online

Summary of complaint

1. A woman complained to the Independent Press Standards Organisation that Mail Online breached Clause 9 (Reporting of crime) in an article headlined "Burglar 'caught trying to break into house by hidden camera installed by BBC Springwatch presenter to monitor urban foxes'", published on 4 June 2015.
2. The article reported the on-going trial of a man who had been charged with burglary and attempted burglary.
3. The complainant was a friend of the man who had been charged, and had arrived at court with him to give him "family support", although she said that she had not attended the hearing. She said that the inclusion in the article of a photograph of her standing behind him represented a breach of Clause 9. She had contacted the newspaper directly, prior to contacting IPSO, and it had cropped her out of the photograph.
4. The newspaper said that it had made no attempt to actively identify the complainant in the article: she was not named, nor was she referred to in the text. It said that there was no suggestion that she had been involved in the crime for which her friend was subsequently convicted. The newspaper said that the complainant had accompanied her friend to court, and her presence on the day made her genuinely relevant to the story.

Relevant Code provisions

5. Clause 9 (Reporting of crime)
 - (i) Relatives or friends of persons convicted or accused of crime should not generally be identified without their consent, unless they are genuinely relevant to the story.

Findings of the Committee

6. The press is generally entitled to report what is heard in court, and to photograph those involved in court cases arriving and leaving the court buildings, subject to any other legal restrictions. In this case, the inclusion of the complainant in the image had been incidental. She was in the background of a photograph of the defendant, and the image did not suggest the nature of the relationship between the two individuals. She was not referred to in the text of the article, nor was the relationship between the two individuals specified. The Committee found that the complainant had not been identified as a friend or relative of the accused man, and the terms of Clause 9 were not engaged. Nonetheless, the Committee welcomed the newspaper's prompt response to the complainant's concerns.

Conclusions

7. The complaint was not upheld.

Appendix E

Decision of the Complaints Committee 04762-15 Wadhams v The Times

1. Professor Peter Wadhams complained to the Independent Press Standards Organisation that The Times breached Clause 1 (Accuracy), Clause 2 (Opportunity to reply) and Clause 14 (Confidential sources) of the Editors' Code of Practice in an article headlined "Climate scientist fears murder by hitman", published in print and online on 25 July 2015.
2. The article was based on an interview with the complainant, a professor of ocean physics, in which he expressed concern that several scientists researching the impact of global warming on Arctic ice may have been assassinated. It noted that the complainant had said that there were only four people in Britain, including himself, who were "really leaders" on ice thickness in the Arctic, and that three of these individuals had died in 2013. The article included the complainant's position that "it seems to me to be too bizarre to be accidental but each individual incident looks accidental, which may mean it's been made to look accidental". The complainant had also suggested that he may have been targeted, as he had been involved in an incident during the same period, in which another driver had attempted to force his car off a motorway.
3. The complainant said that the article misrepresented comments he had made to the journalist, and that in any case his conversation with the reporter had not been intended for publication.
4. The complainant said he did not believe, as the article suggested, that the three scientists who had died in 2013 had been assassinated. Rather, he made clear to the reporter that any initial fears he may have had in this regard had been rapidly dispelled. The complainant said that he had believed that the purpose of the interview was to discuss the question of ice thickness and extent in the Arctic. He objected to the fact that the published article had not focused on this subject. The complainant said that the journalist had indicated that he would contact the complainant further prior to publication, and considered his failure to do so to be a breach of Clause 2.
5. The complainant said that his conversation with the journalist had been "off the record", and that to publish the details raised a breach of Clause 14.
6. The newspaper did not accept a breach of the Code. It provided a recording of the journalist's conversation with the complainant, in which the complainant made all the statements attributed to him in the article.
7. The newspaper denied that there had any confidentiality agreement in place in relation to the interview. It said that the complainant was practiced at dealing with the media and had spoken freely and at length to the reporter, and that the complainant had introduced to the conversation his concern that fellow scientists may have been assassinated. It noted that at one point the complainant had requested that the conversation go "off the record", making clear that he was aware the conversation prior to that point had been "on the record" and intended for publication. The newspaper had not published material provided by the complainant during the "off the record" part of the conversation. At the end of this section, the journalist had told the complainant that he was "switching back to 'on the

record". The newspaper regretted that the journalist had not telephoned the complainant again prior to publication, as he had indicated he would do. Nonetheless, the newspaper did not have a policy of offering pre-publication copy approval to interviewees. Any such phone call would have been no more than a courtesy call, or a request for the complainant's response to further questions in light of any new information that might have come to light from other sources. The agreement to call the complainant again did not constitute a promise of confidentiality.

8. The complainant said that he had not heard the reporter say that the conversation was going back "on the record".

Relevant Code provisions

9. Clause 1 (Accuracy)

(i) The Press must take care not to publish inaccurate, misleading or distorted information, including pictures.

(ii) A significant inaccuracy, misleading statement or distortion once recognised must be corrected, promptly and with due prominence, and – where appropriate – an apology published.

(iii) The Press, whilst free to be partisan, must distinguish clearly between comment, conjecture and fact.

Clause 2 (Opportunity to reply)

A fair opportunity for reply to inaccuracies must be given when reasonably called for.

Clause 14 (Confidential sources)

Journalists have a moral obligation to protect confidential sources of information.

Findings of the Committee

10. The Committee had listened to a recording of the complainant's interview with the journalist, provided by the newspaper, in which he made the statements attributed to him in the article. The article had accurately reported his position as he had explained it to the journalist. There was no breach of Clause 1.
11. The complainant objected to the fact that he had not received further contact from the journalist prior to publication. Clause 2 does not include a requirement to seek pre-publication comment; rather, it provides an opportunity to reply to inaccuracies. The Committee had not established the existence of any inaccuracies. There was therefore no breach of Clause 2.
12. The Committee noted that, of the approximately 30-minute "on the record" interview, about 20 minutes focused on the complainant's suspicions about the deaths of fellow scientists. During the discussion of these concerns, the journalist had clarified a number of specific points with the complainant, and had noted further details which he intended to check independently, signalling that the material under discussion was likely to form part of a published article. At one point in the interview, the complainant expressed concern that some views he wished to raise were potentially libellous, and requested that a part of the interview be conducted "off the record". Nothing from this section was published. At the close of this section of the interview, the journalist signalled clearly that the conversation would be going back "on the record".

13. At the end of the interview, as the journalist was saying goodbye, the complainant expressed doubt for the first time about the publication of material relating to the deaths of the other scientists. The journalist said that he would not publish this information without speaking to the complainant again.

14. Clause 14 imposes a moral obligation on journalists to protect the identity of sources who have provided information on a confidential basis. In this instance, the complainant had not requested during the interview that he be treated as a confidential source, nor had he made reference to any such request in the course of his complaint. Rather, his concern related to the question of whether information he had provided in the course of an interview with a journalist was intended for publication. The complainant had requested that one section of his interview, from which no details were published, take place “off the record”. This demonstrated his awareness that the rest of the conversation had taken place “on the record”, and that any comments he had made might be published. While it was regrettable that no further conversation had taken place as the journalist had suggested, the agreement to speak further did not represent an undertaking by the journalist not to publish material without the complainant’s consent. The complainant’s expression of doubt at the close of the interview did not render him a confidential source. There was no breach of Clause 14.

Conclusion

15. The complaint was not upheld.

Appendix F

Decision of the Complaints Committee 03653-15 Belaon v The Sunday Telegraph

1. Adam Belaon, Research Director at Claystone Associates, complained to the Independent Press Standards Organisation that The Sunday Telegraph breached Clause 1 (Accuracy) of the Editors' Code of Practice in an article headlined "'Terror link' charities get British millions in Gift Aid", published on 29 November 2014, and in an article headlined "Paris attacks: Why this could happen in Britain", published on 11 January 2015.
2. The 29 November 2014 article reported on the use of Gift Aid by charities being investigated for alleged links to Syrian militants. It reported that Claystone had recently published a report critical of the Charity Commission for disproportionately investigating Muslim charities, and reported that Claystone was based at the same address as one of the charities under investigation by the Charity Commission.
3. The 11 January 2015 article was an opinion piece which commented on the UK's counter-radicalisation programmes following a meeting in Parliament, organised by Claystone to discuss its report "A Decade Lost: Rethinking Radicalisation and Extremism". It said that a recent Claystone report had claimed that "there was no link between non-violent Islamism and terrorism, and that the 'organised terror' inflicted on British society by the English Defence League and the far Right was of the 'same order of magnitude' as Islamist attacks in Europe". The article went on to state that "many of the statements in the [Claystone] report were obvious lies", and responded to its claims.
4. The 2014 article claimed that "Claystone is in fact closely linked to extremists, including Haitham al-Haddad". The 2015 comment piece claimed that "[Claystone] is in fact closely linked to some of Britain's most notorious extremists, sorry 'political dissenters,' including Haitham al-Haddad", a well-known Islamic scholar. Both articles reported that Claystone shared a press contact number with the Federation of Student Islamic Societies (FOSIS), which the article claimed was an "Islamist-dominated group" which had hosted "numerous extremist and terrorist speakers at its annual conference" and had been "condemned by ministers for its 'failure to fully challenge terrorist and extremist ideology'".
5. The complainant said that it was inaccurate to claim that Claystone had close links to extremists, "Britain's most notorious extremists", or Dr al-Haddad. He also complained that it was inaccurate to claim that Claystone's report contained "obvious lies", and that it was misleading to suggest that there was a connection between Claystone and FOSIS. Reference to Claystone being based at the same address as a charity under investigation was misleading – there was no link between the two.
6. The newspaper said that the complainant had contributed articles to a news website run by Dr al-Haddad, including articles written in Dr al-Haddad's defence. This included an article in which the complainant opposed the use of Terrorism and Extremism Behaviour Orders against 25 individuals, which a newspaper claimed included Dr al-Haddad. In a further article in which the complainant had criticised press coverage featuring Dr al-Haddad, the newspaper said he defended extremists as "well known Muslim

spokespeople” and “orthodox Muslims”. The newspaper provided examples of views publicly expressed by Dr al-Haddad, which it said were clearly extreme.

7. The newspaper said that Claystone also had “strong links” to extremists via its press officer, the only other member of staff identified as working at the organisation. It said that before joining Claystone, he had been the official spokesperson for FOSIS for more than two years. This, said the newspaper, was a group that had hosted numerous extremist and terrorist speakers. It noted that in 2011, the Deputy Prime Minister had said that he was not willing for the Government to treat FOSIS as a credible partner. The newspaper also referred to comments made in the Home Secretary’s 2011 report reviewing the Government’s Prevent strategy. The report said that “we judge that FOSIS has not always fully challenged terrorist and extremist ideology within the higher and further education sectors”. In relation to the article’s claim that Claystone’s press contact number was the same as the press contact number for FOSIS, the newspaper accepted that the number had been used by FOSIS up until 2011. While it accepted that the articles should have referred to the number as having been previously used by FOSIS, it denied that this amounted to a significant inaccuracy.
8. The newspaper also noted that Claystone’s press officer had been President of University College London Islamic Society in 2005-2006. While President he had organised a meeting with a well-known speaker, who the newspaper claimed told students that “terrorism works”, and that a “permanent state of war exists between the people of Islam and the people who opposed Islam”. It noted that the press officer’s immediate successor as president of UCL Islamic Society was Umar Farouk Abdulmutallab, who was convicted of attempting to bomb an airliner on Christmas Day, 2009. In an interview given to the BBC shortly after the attempted bombing, Claystone’s press officer had said that Mr Abdulmutallab had been a “close friend” while they had been at UCL. The complainant said that the associations the newspaper alleged he had with extremists, and the alleged associations of the press officer, related to these individuals’ personal lives rather than their actions in their capacity as Claystone employees, and could not therefore be used to corroborate the articles’ claim that Claystone had such links.
9. The newspaper said it was entitled to characterise Claystone’s most recent report as having contained “lies” in the 2015 comment piece. It said that it was a “lie” to claim that there was no link between non-violent extremism and terrorism, and that it was a “lie” to claim that Islamist attacks were of the same order of magnitude as the “organised terror inflicted on British society” by the English Defence League and the far right. It said that the EDL had never killed anyone or “inflicted organised terror” in Britain, whereas Islamist terrorists have killed 54. The Claystone report commented on the media coverage of the Trojan Horse story in Birmingham schools, which it claimed placed the story in the official narrative of extremism that the Government was promoting. In that context, the report referenced a comment from David Cameron that “we are in the middle of a generational struggle against a poisonous and extremist ideology”. The newspaper said that this part of the Claystone report was misleading; when Mr Cameron had made this comment, he had been discussing so-called Islamic State rather than events in Birmingham.
10. The complainant said that the fact that he had written opinion pieces on the website owned by Dr al-Haddad’s charity did not support the “close link” alleged in the article. The complainant noted that Dr al-Haddad was no longer a trustee of the Foundation which operates the website, although he was at the time his articles were published. There were over 200 contributors to the website, and his articles were clearly presented as his personal views not Claystone’s, which did not represent acceptance of, or support for, the views of

the site's owner. The complainant noted that the views ascribed to Dr al-Haddad were shared by other orthodox religious groups, and could not therefore be considered "extreme". He denied that he had defended Dr al-Haddad, and said that the article relied on by the newspaper related to the scape-goating of Muslim speakers in general and did not mention Dr al-Haddad.

11. The complainant explained that Claystone's current press officer had previously been the press officer for FOSIS and that he had kept the same mobile phone number. While this number appeared on old FOSIS material, which was still available online, it was last used by FOSIS in 2011, and first used by Claystone in 2014. The complainant said that Claystone had never shared a press office or press office function with FOSIS, and there was no formal connection between the organisations. Moreover, the complainant did not accept that FOSIS was an extremist group. It had not been "condemned by ministers for its 'failure to fully challenge terrorist and extremist ideology'"; the Home Secretary had in fact said that "we judge that FOSIS has not always fully challenged terrorist and extremist ideology within the higher education sector".
12. The press officer had worked for FOSIS four years prior to his employment with Claystone. The work he did for FOSIS, as a volunteer, was not his own; he was directed to take "lines" by the organisation's President. The press officer did not condone the actions of Mr Abdulmuttalab, who he had only been friends with while at university, and was not an extremist. The 2010 report of the Caldicott Inquiry on Mr Abdulmuttalab's time at UCL from 2005-2008 had rejected the idea that he had been an extremist when at UCL, or that he was radicalised there.
13. The complainant said that the newspaper had misrepresented Claystone's report in the 2015 comment piece. The report had in fact compared far-right violence with al-Qaeda inspired violence across Europe, rather than in Britain, as was suggested by the article. The complainant agreed that the report criticised the "conveyor-belt" theory; a theory which he said asserts that non-violent extremist views act as a potential "conveyor-belt" to violent extremism. He said that it was inaccurate for the newspaper to refer to this legitimate criticism as "an obvious lie". In reply to the newspaper's response to his complaint, the complainant said that in the minds of the media, there was a link between the "Trojan Horse plot" and terrorism. It was therefore not misleading to use Mr Cameron's remarks on so-called Islamic State as an example of the media coverage of the Trojan Horse story. The newspaper had failed to substantiate its claim that the report contained obvious lies: it had not provided any evidence of dishonesty or an intent to mislead, but simply pointed to opinions contained in the report with which the newspaper disagreed.

Relevant Code Provisions

14. Clause 1 (Accuracy)

- (i) The press must take care not to publish inaccurate, misleading or distorted information, including pictures.
- (ii) A significant inaccuracy, misleading statement or distortion once recognised must be corrected, promptly and with due prominence, and – where appropriate – an apology published.
- (iii) The Press, whilst free to be partisan, must distinguish clearly between comment, conjecture and fact.

Findings of the Committee

15. The Committee recognised that the articles' characterisation of individuals as "extremists" reflected an assessment of those individuals' views. Such assessments are matters of opinion. The Committee acknowledged that an allegation of extremism is a serious one; however, it has a broad meaning and, as a statement of the author's opinion, is something to which the Code grants considerable latitude.
16. However, the fact that the statement is a matter of opinion does not in itself absolve a newspaper of its obligations under Clause 1. The newspaper was required to demonstrate that there was a reasonable factual basis to support its position, in particular the allegation that Claystone had "close links" with the individuals it considered to be "notorious extremists". This included demonstrating that Claystone had more than one such "close link", as was the clear implication in both articles.
17. The newspaper had provided a number of examples which it believed supported its position – which included the press officer's former work with FOSIS – and relied in particular on associations with two individuals: the complainant's association with Dr al-Haddad, and Claystone's press officer's association with Mr Abdulmutallab. In the Committee's view, given Mr Abdulmutallab's conviction, and the nature of comments made by Dr al-Haddad, the newspaper had provided sufficient basis to support its characterisation of their views as "extreme". These were high-profile individuals; the newspaper was not prevented by the Code from referring to them as "notorious extremists".
18. The Committee was satisfied that, in circumstances where Claystone's director of research had written a number of articles for a website hosted by Dr al-Haddad, some of which appeared to be in defence of him, it was not misleading for the newspaper to describe this association as "close". Where Claystone's press officer had publicly described Mr Abdulmutallab – in an interview given in response to his crimes in 2009 – as having been a "close friend", it was not significantly misleading for the newspaper to describe this association as "close" even where the reference was to their friendship while students. The Committee rejected the complainant's assertion that any association was in his or the press officer's personal capacities; they were both the public faces of Claystone and – in the complainant's case – a director of the company. As the newspaper had provided a reasonable factual basis in support of its claim, the Committee did not find a breach of Clause 1 on this point.
19. The Committee turned to the complaint about the 2015 article's reporting on a recent Claystone report about radicalisation. The Committee noted that this was a comment piece, in which the newspaper was entitled to express its disagreement with the report's criticisms of the conveyor belt theory, and it was entitled to do so in robust terms. To refer to this aspect of the report as an "obvious lie", whilst argumentative, was not significantly misleading.
20. The same article also claimed that Claystone's report had said: "'organised terror inflicted on British society' by the English Defence League and the far Right was of the same order of magnitude as Islamist attacks in Europe". The report had actually compared Islamist attacks in Europe with far-right violence in Europe, rather than violence and attacks in Britain. Nevertheless, the Claystone report had made the general claim that the threat from "far-Right violence" was of the same "order of magnitude" as from "al-Qaeda-inspired violence" in the context of a report on the counter-radicalisation policy in the UK. The newspaper article had gone on to argue that "vile as it is, the EDL has never killed anyone or 'inflicted organised terror' in Britain; Islamists terrorists have killed 54", making clear

the nature of its criticism. This aspect of the article had not significantly misrepresented the claims made in the Claystone report, and there was no breach of Clause 1.

21. The article's claim that Claystone was based at the same address as one of the charities under investigation by the Charity Commission, was not in dispute. This did not raise a breach of the Code.
22. Claystone's press officer had previously worked as head of media for FOSIS. This explained why Claystone's press contact number was the same as the press contact number which appeared on FOSIS's press releases up until 2011. The article did not claim that Claystone and FOSIS shared a press office, but suggested that the shared telephone number indicated a connection between the organisations. Given that there was indeed a connection, namely, that Claystone's press officer was previously the press officer for FOSIS, the Committee took the view that this aspect of the article was not significantly misleading.

Conclusions

23. The complaint was not upheld.

Appendix G

Decision of the Complaints Committee 03644-15 Nesbitt v Portadown Times

Summary of complaint

1. Mike Nesbitt MLA complained to the Independent Press Standards Organisation on behalf of the Ulster Unionist Party that the Portadown Times had breached Clause 1 (Accuracy) of the Editors' Code of Practice in an article headlined "Poll shows 'Sinn Fein are closing the gap'", published in print on 1 May 2015 and online on 4 May 2015.
2. The article reported the findings of an "independent opinion poll" carried out by a "professional polling company" in the parliamentary constituency of Upper Bann. The article did not include the name of the company which had carried out the poll. The results showed the candidate for the Democratic Unionist Party (DUP) in first place, with 30.7% of the vote, Sinn Fein in second, with 28.1% of the vote, and the Ulster Unionist Party (UUP) in third, with 25%. The article included comments from the DUP candidate, expressing concern that Sinn Fein might benefit from a split in the unionist vote, and noting that he was the "only candidate who can ensure that Upper Bann continues to have full-time unionist representation".
3. The complainant, Leader of the UUP, said that it was misleading for the article to report that the poll was "independent", and not to state that it had in fact been commissioned by the DUP. He noted that an article had been published after the election, in which the DUP responded to UUP criticism of the poll, and confirmed that it commissioned research on a regular basis. He considered this to be evidence that the original article was inaccurate in describing the poll as independent. The complainant cited British Polling Council (BPC) guidelines, which noted that, when assessing whether a poll was reliable, journalists should take account of who conducted the poll, and who paid for it. He said that the article should have included details of the methodology used in the poll; stated the date on which it took place, and noted that it had been commissioned by the DUP.
4. The complainant also objected to the fact that the article had only included comment from the DUP candidate. He said that it had damaged the campaign of the UUP candidate. Furthermore, the complainant said that the results of the election had indicated that the poll was not accurate; the Sinn Fein candidate had finished in third place.
5. The newspaper did not accept a breach of the Code. It had been provided with a copy of the opinion poll, which had been carried out by a "reputable and independent" polling company in March 2015. It had been informed of the name of the company, the date on which the poll was carried out, and details of the methodology. It was a condition of publication that the article not include the name of the polling company. While the poll had been commissioned by the DUP, it had been carried out professionally, using recognised methods. Political parties regularly commissioned such polls. The company was a member of the BPC, along with other professional organisations, and had affirmed to the newspaper that the poll questions were agreed to BPC standards. There was no deliberate attempt to conceal that it had been commissioned by the DUP.
6. The newspaper noted that, under the Code, it was entitled to be partisan. Regardless, the article under complaint had formed part of a selection of election coverage, which included comment from various political parties.

Relevant Code provisions

7. Clause 1 (Accuracy)

- (i) The press must take care not to publish inaccurate, misleading or distorted information, including pictures.
- (ii) A significant inaccuracy, misleading statement or distortion once recognised must be corrected, promptly and with due prominence, and – where appropriate – an apology published.
- (iii) The Press, whilst free to be partisan, must distinguish clearly between comment, conjecture and fact.

Findings of the Committee

- 8. The newspaper was entitled to make a commercial agreement with the polling company that its name not be published. In doing so, however, it was obliged to ensure that readers were not misled.
- 9. The Committee acknowledged that the newspaper had verified the methodology used to carry out the poll, and regarded it to be independent on that basis. Nonetheless, readers were entitled to receive accurate information about the source of the poll. In circumstances where the article had not made clear that the poll had been commissioned by the DUP, it was misleading in breach of Clause 1 to describe it as “independent”.
- 10. The Committee also expressed concern that the newspaper had not made clear that the poll had been carried out 6 weeks prior to publication.
- 11. Any concerns that the polling company may have breached BPC standards did not fall within IPSO’s remit, and the Committee did not consider this aspect of the complaint further.

Conclusions

- 12. The complaint was upheld.

Remedy required

- 13. In circumstances where the Committee determines there has been a breach of the Editors’ Code it can require the publication of a correction and/or adjudication as a remedy to the breach. In this case, the Committee determined that an adjudication was an appropriate remedy. The article under complaint had appeared on page 26, so the adjudication should also appear on this page, or further forward. A link to the adjudication should also appear on the publication’s website’s homepage for a period of 24 hours, after which it should be archived and remain searchable in the usual way. If the article remains published online, the adjudication should appear beneath it. The headline to the adjudication should refer to the subject matter of the article and include a reference to the IPSO complaint being upheld; it should be agreed with IPSO in advance. The terms of the adjudication which the newspaper should publish are as follows:

Following the publication of an article in the Portadown Times on 1 May 2015 headlined “Poll shows ‘Sinn Fein are closing the gap’”, Mike Nesbitt MLA complained to the Independent Press Standards Organisation on behalf of the Ulster Unionist Party that the Portadown Times breached Clause 1 (Accuracy) of the Editors’ Code of Practice.

IPSO established a breach of the Editors' Code and has required the Portadown Times to publish this decision as a remedy.

The article reported the findings of an "independent opinion poll" carried out by a "professional polling company" in the parliamentary constituency of Upper Bann. The article did not include the name of the company which had carried out the poll.

The complainant, Leader of the UUP, said that it was misleading for the article to report that the poll was "independent", and not to state that it had in fact been commissioned by the DUP.

The newspaper did not accept a breach of the Code. It had been provided with a copy of the opinion poll, which had been carried out by a "reputable and independent" polling company. It had been informed of the name of the company, the date on which the poll was carried out, and details of the methodology. It was a condition of publication that the article not include the name of the polling company. While the newspaper was aware that the DUP had commissioned the poll, it had been carried out professionally, using recognised methods.

The newspaper was entitled to make a commercial agreement with the polling company that its name not be published. In doing so, however, it was obliged to ensure that readers were not misled.

The Committee acknowledged that the newspaper had verified the methodology used to carry out the poll, and regarded it to be independent on that basis. Nonetheless, readers were entitled to receive accurate information about the source of the poll. In circumstances where the article had not made clear that the poll had been commissioned by the DUP, it was misleading in breach of Clause 1 to describe it as "independent".

Appendix H

Decision of the Complaints Committee

02475-15 Jackson v Daily Mirror

Summary of complaint

1. Taj Jackson complained to the Independent Press Standards Organisation that the Daily Mirror had breached Clause 1 (Accuracy) and Clause 2 (Opportunity to reply) of the Editors' Code of Practice in an article headlined "Jacko's £134m in hush money", published in print and online on 6 April 2015.
2. The article reported that two men who had allegedly been abused as children by Michael Jackson were seeking to bring new civil cases against the late singer's Estate, in which they would be able to introduce "damning evidence" which had not been heard at his trial in 2005. The article included claims, which it indicated were from lawyers, that Mr Jackson had paid "up to £134m" to silence alleged victims. It also included a comment made by Mr Jackson's sister LaToya in 1993 in reference to one of the individuals seeking to bring the new case. She had stated that she wished "not to be a silent collaborator in my brother's crimes".
3. The complainant, Michael Jackson's nephew, said that the article made a number of claims for which it was not able to provide evidence or sources. He noted that the article had not indicated which "lawyers" had claimed that his uncle had paid £134million to alleged victims of abuse, or provided a source for its assertion that "damning evidence" had been omitted from his uncle's trial in 2005. He considered that the description of the evidence as "damning" was conjecture on the newspaper's part, and had not been clearly distinguished as such. An individual who had claimed he had been abused by the complainant's uncle had recently sought to bring a new case in relation to these allegations. A judge had not allowed this case to proceed, because it was out of time. Furthermore, the complainant objected to the inclusion of the comments made by LaToya Jackson, which he said had been made under duress and which she had later publicly retracted.
4. The complainant also said that the newspaper should have sought comment from his uncle's Estate, or his family. He considered the fact that they were not contacted prior to publication to be a breach of Clause 2.
5. The newspaper did not accept a breach of the Code. It said that the information relating to the money paid to alleged victims by Mr Jackson had been widely reported in the press. Before re-publishing, the newspaper's reporter had contacted the American journalist who had originally reported the information, to ask for further details on the source. The American journalist declined to reveal the sources, for reasons of confidentiality, but maintained that they were impeccable, and included an advisor to the grand jury, a prosecutor and a sheriff's investigator. The £134m figure included money paid to legal representatives and investigators, as well as to alleged victims. The "damning evidence" mentioned in the article referred to evidence omitted from Mr Jackson's trial in 2005, as detailed in press court reports at the time. Specifically, it referred to the evidence of one alleged victim identifying intimate details about Mr Jackson's body, which may be allowed to be considered in any future civil trial. Prior to publication, the reporter had attempted to contact a representative of the Estate by telephone, and had not received a response.
6. LaToya Jackson had made the comments attributed to her in 1993, and these were not inaccurate.

7. In order to resolve the complaint, the newspaper offered to make some amendments to the online article, changing “damning evidence”, to “potentially damning evidence”, and adding the following phrase after LaToya Jackson’s comments, “a statement LaToya has since retracted”, and placing the following footnote beneath the article:

Jackson’s nephew, Taj would like to make clear that the family disputes the claims that £134m was paid in hush money and that there is potentially damning evidence that could be introduced in the upcoming civil trial against Michael Jackson’s estate.

It also offered to publish the following clarification on page 2 of an upcoming print edition, and to publish a follow-up story, making clear that the case referred to in the article had not been allowed to proceed:

Under the headline “Jacko’s £134m in hush money” dated 6 April we published claims that Michael Jackson had ‘paid of 20 of his child sex-abuse victims’ and that there is a possibility that new ‘potentially damning evidence’ may be introduced in an upcoming civil trial against his estate. Jackson’s nephew, Taj, would like to make clear that the family dispute these claims.

Relevant Code provisions

8. Clause 1 (Accuracy)
- (i) The Press must take care not to publish inaccurate, misleading or distorted information, including pictures.
 - (ii) A significant inaccuracy, misleading statement or distortion once recognised must be corrected, promptly and with due prominence and - where appropriate - an apology published.
 - (iii) The Press, whilst free to be partisan, must distinguish clearly between comment, conjecture and fact.

Clause 2 (Opportunity to reply)

A fair opportunity to reply to inaccuracies must be given when reasonably called for.

Findings of the Committee

9. The Committee acknowledged that the complainant disputed the accuracy of lawyers’ claims that his uncle had paid £134m to alleged victims of abuse. It noted, however, that the case which the lawyers had sought to bring had been disallowed by a judge as it was out of time. Any claims which formed part of this case had not therefore been placed into the public domain. The complainant was not in a position to dispute that the claims in the article had been made by lawyers in relation to this case, nor could the Committee reach a conclusion on whether such claims had been made by lawyers. The newspaper was entitled to report the claims, provided that they were clearly presented as such. In this case, the references to this sum were clearly presented as “claims” made by lawyers, rather than as fact established by a court or other authority. The Committee welcomed the newspaper’s offer to publish a follow-up story, making clear that the case in question had not been able to proceed.
10. The complainant had not disputed that at the time of publication two individuals were seeking to bring a civil case against his uncle’s estate in relation to allegations of historic abuse, and that they were hoping that the court would take into account evidence not

previously considered. The newspaper was entitled to present this evidence as “damning”, and doing so did not raise a breach of Clause 1.

11. The newspaper was free to report comments made by LaToya Jackson in reference to one of the individuals seeking to bring a civil claim against the Estate. Where it was not in dispute that she had made these comments, it was not inaccurate to publish them. Nonetheless, the Committee welcomed the newspaper’s offer to clarify that these comments had subsequently been retracted.
12. The terms of Clause 2 do not include an obligation to seek comment prior to publication; rather they provide an opportunity to reply to published inaccuracies. In this instance, the newspaper had offered to publish the family’s position that the claims in the article were not accurate. There was no breach of Clause 2.

Conclusions

13. The complaint was not upheld.

Appendix I

| Paper No. | File Number | Name v Publication |
|-----------|------------------------|--|
| 331 | 01598-15 | Ford v North Devon Journal |
| 355 | 02363-15 | Arif v Manchester Evening News |
| 357 | | Complaints – Request for review |
| 360 | | Complaints – Request for review |
| 364 | 03855-15 | Armstrong v The Herald |
| 365 | 03856-15 | Armstrong v Edinburgh Evening News |
| 366 | 00735-15 | Armstrong v Metro |
| 367 | | Complaints – Third party |
| 368 | | Complaints – Request for review |
| 374 | 00975-15 / 00976-15 | Turnbull v Hartlepool Mail / Sunderland Echo |
| 375 | 04056-15 | Khan v Daily Mail |
| 376 | 01980-15 | Macalpine v Hendon and Finchley Times |
| 377 | 03845-15 | Sandford v The Sun |
| 378 | | Complaints – Third party |
| 379 | 03469-15 / 04048-15 | Bex v Witney Gazette / Oxford Times |
| 380 | 03941-15 | Stanton v News & Star (Carlisle) |
| 383 | | Complaints – Third party |
| 384 | | Complaints – Request for review |
| 386 | 04034-15 | Aitchison v The Times |
| 387 | | Complaints – Third party |
| 388 | | Complaints – Request for review |
| 389 | 03320-15 | Jones v Wrexham Leader |
| 390 | 03990-15 | Kaminska v Daily Echo |
| 393 | 01947-15 | Moon v North West Evening Mail |
| 394 | | Complaints – Request for review |
| 399 | | Complaints – Request for review |
| | | |