

IPSO ANNUAL REPORT

For Scottish Provincial Press Limited,

New Stadium Road,

Inverness IV1 1FG

Covering the period 1st January to 31st December 2016

Prepared by Editorial Director David Bourn.

INTRODUCTION

Scottish Provincial Press is a privately-owned company producing fourteen weekly newspapers covering Caithness, Sutherland, Ross-shire, Inverness-shire, Strathspey, Moray and Banffshire. We used to also cover Lochaber but disposed of our title the Lochaber News this year.

All titles are printed at the company's Highland Web Offset centre in Dingwall, the county town of Ross-shire.

Scottish Provincial Press has editorial and advertising offices in Wick, Thurso, Golspie, Dingwall, Inverness, Grantown-on-Spey, Kingussie, Forres, Elgin, Banff, Keith, Huntly and Buckie.

We employ around 240 people across 14 different sites in the Highlands and Moray.

As well as the paid for titles, these people also produce two free local weeklies, one in Inverness and one in Moray, 11 newspaper websites, 4 classified websites, around 140 special publications annually and 120 armed forces publications annually.

Up until January 2016, each of the newspapers had its own editor, reporting into me and I represent the editorial function on the management board. I now also edit our two Inverness titles, the Inverness Courier and the Highland News, on top of my group responsibilities.

TITLES

Inverness Courier, Highland News, Caithness Courier, John O'Groat Journal, Northern Times, Ross-shire Journal, North Star, Strathspey and Badenoch Herald, Forres Gazette, Northern Scot, Banffshire Journal, Banffshire Advertiser, Banffshire Herald, Huntly Express, Midweek Extra (free) and Inverness Scene (Free).

In addition we publish a monthly lifestyle magazine, Highland Life and a monthly business magazine, Executive, both of which are free.

RESPONSIBLE PERSON

Editorial Director, David Bourn. Email db@spp-group.com.

OUR STANDARDS

All of our journalists are issued with a code of conduct when they join and their contracts make it clear that they are expected to act within its guidelines. The sub editors and the editors are also trained to spot any stories that fall below those standards as a further check level.

The editors are instructed to inform the editorial director if they are in any doubt and he has the remit to run any stories he is not sure about past an IPSO officer.

He has not had to do this in the seven years he has been in the job, either with IPSO or the PCC.

All of our journalists understand the need to have stories independently verified.

OUR COMPLAINTS HANDLING PROCESS

We accept complaints in any format, letter, email, telephone call or personal attendance at one of our offices.

Our complaints procedure, issued to all editors is:

1. All complaints should be handled in the first instance by the title editor. Initial contact with the complainant must be made within 24 hours of receipt.
2. Each editor must report all corrections and formal complaints to the editorial director in a weekly report. The report should include how disputes were handled and this will make compiling the annual compliance report easier.
3. If disputes look like they will not be resolved, the editorial director must be informed as soon as possible so the matter can be discussed.
4. After initial contact with the editor, further official correspondence with an aggrieved party should come from the editorial director so the complainer is aware the matter has been escalated.
5. If the editorial director is satisfied the complaint has been handled properly but there is no resolution the editorial director should inform the complainant their next step is to refer to IPSO.
6. The editorial director will compile a monthly complaints report which can be discussed at an the editors' quarterly forum and submitted to the board reports. Again, this will make the job of compiling the annual report much easier.
7. The complaints protocol should be prominently displayed in print and online so no-one is in any doubt how the system works.
8. If there is a complaint about an online article, before making any substantive changes to that article in response to a complaint, staff should archive a complete copy of the article complained about. (This does not include trivial changes such as changes to spelling of grammar). The archived copy must be kept for a minimum of four months from the date of the amendment to ensure that IPSO has access to the original article should a complaint be received.

The editors write a monthly report to the editorial director which is circulated to the entire senior management team. This has a clearly defined section for complaints received in the previous month.

All of our titles carry a panel explaining our complaints procedure and stating that if a complaint is not resolved it will be referred to IPSO. We also include web links to the code and IPSO and IPSO's telephone number. All websites also have a "How to complain" tab on the drop-down menu on the home page containing the same information.

TRAINING

For four years up we ran an annual training session for editorial staff with Alison Hastings from the PCC hosting.

Around 50 per cent of our editorial staff received this training.

With the introduction of the new regulator, we have now subscribed to an online training service provided by the Press Association. Currently almost half of our senior editorial staff have successfully completed this.

OUR RECORD

There have been no complaints concerning any of our titles that have had to be referred to IPSO in the period covered by this report

DOCUMENTS

The complaints procedure which is issued to all editors is part of this submission and has been amended to account for new guidelines.

The document issued to each new starter in the company is attached and makes reference to the editors' code which is also issued to each new editorial starter.



STATEMENT OF MAIN TERMS & CONDITIONS OF EMPLOYMENT

1. **Employer:** Scottish Provincial Press Ltd, New Century House, Stadium Road, Inverness
2. **Employee:**
3. **Continuous employment** commenced on
4. **Location:**
Your normal place of work will be with Scottish Provincial Press Ltd, based at New Century House, Stadium Road, Inverness IV1 1FG. The Company reserves the right to require you to work at any of the Company's offices where this requires relocation, appropriate help from the company will be given.
5. **Employment Status:**
6. **Job Title:**
Your job title conveys the nature of the work you are required to perform, but does not delimit your duties. We will continually assess your job performance and have the right to change your job or give you different things to do if we think it is necessary.

A probationary period of six months will apply during and at the end of which either party may terminate your employment with one week's notice. The Company may at its option extend the probationary period. See Probationary Period Clause attached.

7. **Editorial Code of Practice**
It is a condition of your employment that you observe the Company's high professional and ethical standards in the performance of your duties. The editorial Code of Practice adopted by the industry has been accepted by the company as the basis for its policy in this regard and your attention is particularly drawn to the provisions of the Code with which you should familiarise yourself, including any amendments made thereto from time to time.

The Editor, who is legally responsible for the content of his/her newspapers, is responsible for ensuring that Company policy, in this and other respects, is observed. Your editor is the arbiter of any uncertainties arising from the practical application of the Code. A full copy of the Code is attached.

8. **Remuneration:**
A basic salary of £ per annum will be paid monthly in arrears by credit transfer to your bank account. An incentive bonus scheme is also in operation, details of which will be confirmed in writing separately. No payment will be made for overtime. Every year we will review how much we pay you but we do not have to increase your pay every year.

The Company will not make deductions from an employee's wages unless the deduction is required or permitted by law or the employee has given prior written consent to the deduction. This could include the cost of damage you have done to our property, paid holidays taken in excess of your entitlement, overpayment of wages or expenses.

9. **Hours of Work:**
Your basic working week will be Monday – Thursday 0845 – 1700, Friday 0845 - 1600, with one hour for lunch which is unpaid. It is in the nature of the work that in order to fulfil all business requirements, flexibility in working outside of your normal hours may be necessary.

The company reserves the right, after consultation with you, to vary these starting and finishing times if deciding to do so temporarily or on a continuing basis.

10. Expenses:

You may incur reasonable business expenses on your employer's behalf only when expressly authorised to do so. Reimbursement will only be made if you submit a claim form and supporting receipts (including if applicable a VAT receipt) at the end of the month when the expense was incurred.

11. Holidays:

Your annual holiday entitlement is 6 weeks (30 days), plus 4 Statutory days, 25 and 26 December and 1 and 2 January.

The Company holiday year runs from January to December.

Application to take holidays is made by the completion of a holiday request form. This must be approved and signed by your manager to whom you should make your request at least 4 weeks before you want to go. We cannot promise that you can always go on holiday when you want to because it may not be convenient to us. You may not carry forward any entitlement you do not take in a holiday year.

During the holiday year in which you start or finish working for us, your holiday entitlement will be in proportion to the unexpired or elapsed part of the year. If you have taken more holidays than you are entitled to when you leave we will reduce your final pay by the number of excess holiday days. Your holiday entitlement includes your entitlement to paid annual leave under the Working Time Regulations 1998.

If the interests of the business require it, you may be called on to work on statutory days, in which event substitute days will be allocated. Work done on such holidays will be paid at the basic rates.

12. Performance Review Procedure:

A Performance Review Procedure is attached. We may leave out any or all of the stages of the performance review procedure, and we have the right to review and monitor the performance of your duties under this contract.

13. Parental/Emergency Leave:

A copy of the Company Policy on Parental/Emergency Leave is attached.

14. Maternity Leave/Paternity Leave:

A copy of the relevant Procedure is attached.

15. Adverse Weather Policy:

A copy of the Adverse Weather Policy is attached.

16. Absence from Work due to Sickness or Injury:

Where you are unable to attend work for sickness, injury or any other reason you must inform your Manager within 2 hours of your normal start time with the reason for absence. Failure to do so or unauthorised absence may render you liable for disciplinary action. A copy of Sickness & Absence from Work Policy is attached.

Sick pay scheme. There will be no entitlement to contractual sick pay for the first six months of employment or if your probationary period has been extended. After 6 months service, or on completion of your probationary period, sick pay entitlement will be on a rolling year of 6 weeks at full pay and 6 weeks at half pay. Any other sick pay, with exception of SSP, will be totally at the Company's discretion.

17. Pension:

From May 2014, the Company will operate a Workplace Pension into which you will be enrolled if you meet the Government's criteria. Further details will be provided to you before then.

18. Notice:

A probationary period of six months will apply during and at the end of which either party may terminate your employment with one week's notice.

After completion of the probationary period, if you wish to leave the Company you are required to give 4 weeks notice in writing.

Unless you are guilty of gross misconduct the company will normally give you the following notice.

Up to 2 years service 1 weeks notice
from 2 to 12 years 1 weeks notice for every complete year of service up to maximum of 12

However we do not have to give you any notice during your first month of employment. We have the right to end your contract immediately and pay you money in lieu of notice either when you have given us notice or when we give notice to you.

All wages due, including payment in lieu of holidays, will be paid at the first pay day after the termination of the contract by the usual method. However, where an employee is in breach of contract by failing to provide the appropriate notice period, payment in lieu of holidays will only be made for those accrued under Working Time Regulations. Payment in lieu of holidays accrued out with Working Time Regulations will not be made.

Summary dismissal for gross misconduct precludes the above notice conditions. When you leave our employment we may either require you to work throughout your notice period, or require you to stay away from work on garden leave during your notice period. You have no right to be provided with work during a period of garden leave but you will have to remain at home able to do any work we require you to do. You may be required to take any outstanding holidays (including paid leave entitlement under the WTR) due to you during your notice period or a period of garden leave.

You must return all property belonging to or relating to our business or our clients or customers in your possession or control when requested to do so and in any event immediately at the end of your employment. For example this will include vehicles, phones, documents, correspondence, equipment, computer discs and software, reports, records, keys, fobs, lists of clients and customers, address lists, address books, files, and data of any kind including copies of these things.

19. Disciplinary Procedures:

If your behaviour does not meet our standards we will take disciplinary action. Our disciplinary procedure is attached although it is not part of this contract. If you are unhappy about any disciplinary decision there is a right of appeal.

The Company reserves the right to suspend you without pay whilst a serious offence is under investigation.

20. Grievance Procedure:

Our grievance procedure is attached although it is not part of this contract. It tells you how to deal with any worries or problems or what to do if you feel you have to complain about something. Any matter of grievance should, in the first instance be taken up with immediate Supervisor/Manager.

COMPANY RULES

21. Our expectations of you:

You must obey this contract, our lawful instructions and orders and follow the rules and procedures that are attached, and also in memos that we issue from time to time. You must devote your whole time and attention to our best interests during your working hours. You must not work for another employer or carry out work on any other basis, in or out of working hours, unless we give you our written permission. At no time during your employment with us are you allowed to canvass, solicit, or otherwise endeavour to entice away the custom of any person who is a current customer, client or supplier for your own benefit, or for the benefit of any other person carrying on business in competition with the Company. You are also prohibited from passing on information concerning our customers to any third party unless given permission to do so in writing, or for using it for any purpose of yours which is in conflict with the Company's business activities.

We have a right to suspend you from work temporarily, paid or unpaid, in circumstances where we consider it to be necessary.

It is a condition of this contract that you have told the truth about your criminal record (although this does not mean that you have to tell us about offences that are "spent" under the Rehabilitation Of Offenders Act 1974). You have a duty to tell us if at any time you are arrested, charged with, summonsed for, or convicted of a criminal offence of any nature and truthfully and fully answer any questions we have.

22. Dress at Work:

You are expected to dress in accordance with any dress code that we issue applicable to your job.

23. Confidential Information:

You must not for any reason disclose to any person or use for any purpose whatsoever or copy any confidential information relating to our business affairs or trade secrets. For example this includes information about our customers or clients, other employees, suppliers and prices or any other matter or information on the database or about our business or the business of our customers or clients which is not already freely available to the public.

24. Computers:

You are not allowed to load your own software on to computers at work and must not copy software or data from our computers, use e-mail or internet access, or make any other use of computers or software for any purpose other than our legitimate business interests.

25. E-mail and the Internet:

The computers, networks and the email system are our property and all copies of messages created, sent, received or stored on our systems shall remain our property. We reserve the right to access and monitor all messages created, sent, received or stored on our systems. We may disclose the contents of email messages to other employees and to third parties at our discretion without any further permission. These messages are not your private property and as such there should be no expectation of privacy in any circumstances. Emails, text messages and the internet should not be used to create, send receive or store any material which is offensive, disruptive or infringes copyright. A detailed policy on email and internet use is attached.

26. Company Property:

You have a duty to protect and keep safe any Company property or equipment, which is placed at your disposal for the purpose of your work. If Company property is damaged or lost as a result of negligence on your part, you may be required to make good the loss or damage.

27. Smoking/Drinking:

The Company operate a no smoking policy throughout the Group. Failure to comply with this policy may result in disciplinary action. You must not smoke cigarettes tobacco or other substances at work or in company vehicles. The consumption of alcoholic drinks during working hours is strictly forbidden s is the taking of drugs other than those prescribed or legally taken for a medical condition.

28. Medical:

You must disclose any medical problems which may affect your ability to perform the work for which you have been appointed. Failure to do so, followed by a manifestation of a medical defect, of which you had prior knowledge before joining the Company, which could make it impossible for you to follow your employment, may render you liable to be dismissed.

The Company reserves the right to refer you to the Company Medical Advisor for examination in the event of absence through either sickness or injury.

29. Health & Safety at Work:

It is the policy of the Company to provide and maintain safe and healthy working conditions, equipment and systems of work for all our employees. You have obligations under our Health & Safety at Work policy. Please read it and ensure that you are fully aware of its contents.

First Aid equipment and materials are provided within the Company's offices and all employees are required to make sure they know where these are kept.

30. Mobile Phones:

The use of personal mobile phones during working hours is prohibited. Please ensure personal

mobiles are switched off at all times.

Company issued mobile phones where applicable – see attached policy

31. Personal Property:

The company are not responsible for your personal belongings while you are at work whether in or out of your normal place of work, or on site or travelling on your employer's business. No liability for theft, damage to or loss of your personal belongings of any description will be accepted.

32. Records:

It is your duty to inform your Manager of any changes in your circumstances (e.g. address, marital status, next of kin etc.)

33. Data Protection:

We are regulated by the Data Protection Act 1998 to the extent that we obtain, record or use any information about you. By obtaining, recording and using information about you, we will be "data processing" in relation to such information. Under this contract, you consent to us processing any data that we obtain about you as a result of your being our employee, including "sensitive personal data" about you and also to data being transferred outside the European Economic Area where in our sole opinion such a transfer is necessary.

We are obliged to provide you with certain information under the Data Protection Act:

Data Controller: Scottish Provincial Press Ltd, New Century House, Inverness.

Data Controller's Representative: Dr Richard Dudley, Finance Director.

Purpose of data processing:

To keep adequate records of your recruitment, contract, performance, disciplinary record, sickness record, pension details, wages, salary and other benefits, appraisals and all other information arising in the performance of your contract of employment for the purpose of the performance of the contract and the administration and management of your contract and the administration and management of our business or organisation and any other purpose arising from the relationship of employer and employee created by this contract.

Other Relevant Information:

Description of Data: all records of your recruitment, contract, performance, disciplinary record, sickness record, pension details, wages, salary and other benefits, appraisals and all other information arising in the performance of your contract of employment.

Intended Recipients of Data:

Us and all others authorised by you and / or your employer to receive data and all others to whom we are legally obliged to disclose the same at any time or to whom we deem it necessary or desirable to disclose data for the purposes set out above.

Countries outside the European economic Area to which data will or may be transmitted: we are not currently aware of any.

34. Right to Search:

The Company reserves the right to inspect and search any person, parcel, package, briefcase, handbag or motor vehicle on Company premises. Permission and agreement to do so would be sought from employee.

35. Company Vehicle:

Before you drive any company vehicle you should read, sign and return a copy of the Company Car If you have not already done so, you should show your original driving licence to your Manager who will photocopy and countersign the copy to be submitted to the Management Secretary.

36. If you drive your own personal vehicle on company business you have the protection of the Health & Safety at work Act 1974 and to comply with the company risk management policy the company require the following information from you:

Show your original driving licence, including counterpart to your Manager who will take a photocopy and countersign

Submit to him confirmation that your insurance covers 'driving at work'

If applicable a MOT certificate for your vehicle

Attached are two copies of the Company car Policy. You are required to read and return a signed copy along with the drivers questionnaire.

All paperwork to be returned to the Management Secretary.

37. Whistle-Blowing Policy:

Our business is run in accordance with the law. It is our policy as an employer to ensure that at every level of management our business is conducted in such a way as to comply with all legal requirements that govern our activities. See attached policy

38. Flexible Working Policy:

If you have been continually employed for 26 weeks or more you will have the right to apply to change your contract of employment so that you can work at home or vary your hours or the times at which you are required to work.

39. Changes to Documents:

Copies of the documents referred to in this statement may change from time to time as necessitated by changes in legislation, Company policies and procedures etc. You will be notified in writing of any changes to the details outlined in this document no later than one month after the change has taken place.

40. Whole Agreement:

This contract, the Sickness and Absence Policy along with the E-mail and Internet Policy attached are the whole agreement between you and us and supersedes all previous contracts, agreements, arrangements or understandings whether oral or written. No amendment to this contract will be legally binding unless made in writing and signed by us.

41. Date of Issue of this Statement:

To signify your agreement to employment with your employer on the terms contained in it please sign both copies of this contract keeping one copy for yourself and returning the other to your employer.

CODE OF DISCIPLINE FOR STAFF

DISCIPLINARY PROCEDURE

MEDIATION PROCEDURE

GRIEVANCE PROCEDURE

PROBATION PERIOD CLAUSE

SICKNESS AND ABSENCE POLICY

EQUAL OPPORTUNITY POLICY

E-MAIL, INTERNET AND COMPUTER POLICY

PERFORMANCE REVIEW PROCEDURE (where applicable)

RETIREMENT POLICY

ADVERSE WEATHER POLICY

WHISTLE BLOWING POLICY

FLEXIBLE WORKING

DRESS CODE

PARENTAL/EMERGENCY LEAVE

MATERNITY LEAVE POLICY (where applicable)

PATERNITY LEAVE POLICY (where applicable)

PHOTOGRAPHERS AND REPORTERS PROCEDURE FOR JOBS

OUTSIDE OFFICE

TELEPHONE POLICY

NEW CENTURY HOUSE STAFF GUIDELINES (where applicable)

MORAY & NAIRN STAFF GUIDELINES (where applicable)

I have read and understood this contract along with the above noted enclosed procedures and hereby agree to employment with Scottish Provincial Press Limited on the terms and conditions set out above.

Signed..... Date:.....
(Employee)

Signed..... Date:.....
(On behalf of Employer)

New Century House, Stadium Road, INVERNESS IV1 1FG . TEL 01463 246575. FAX 01463 717201

Registered in Scotland No 126102 Registered Office: New Century House, Stadium Road, Inverness IV1 1FG

The Independent Press Standards Organisation (IPSO), as regulator, is charged with enforcing the following Code of Practice, which was framed by the Editors' Code of Practice Committee and is enshrined in the contractual agreement between IPSO and newspaper, magazine and electronic news publishers.

Preamble

The Code – including this preamble and the public interest exceptions below – sets the framework for the highest professional standards that members of the press subscribing to the Independent Press Standards Organisation have undertaken to maintain. It is the cornerstone of the system of voluntary self-regulation to which they have made a binding contractual commitment. It balances both the rights of the individual and the public's right to know.

To achieve that balance, it is essential that an agreed Code be honoured not only to the letter, but in the full spirit. It should be interpreted neither so narrowly as to compromise its commitment to respect the rights of the individual, nor so broadly that it infringes the fundamental right to freedom of expression – such as to inform, to be partisan, to challenge, shock, be satirical and to entertain – or prevents publication in the public interest.

It is the responsibility of editors and publishers to apply the Code to editorial material in both printed and online versions of their publications. They should take care to ensure it is observed rigorously by all editorial staff and external contributors, including non-journalists.

Editors must maintain in-house procedures to resolve complaints swiftly and, where required to do so, cooperate with IPSO. A publication subject to an adverse adjudication must publish it in full and with due prominence, as required by IPSO.

1. Accuracy

- i) The Press must take care not to publish inaccurate, misleading or distorted information or images, including headlines not supported by the text.
- ii) A significant inaccuracy, misleading statement or distortion must be corrected, promptly and with due prominence, and – where appropriate – an apology published. In cases involving IPSO, due prominence should be as required by the regulator.
- iii) A fair opportunity to reply to significant inaccuracies should be given, when reasonably called for.
- iv) The Press, while free to editorialise and campaign, must distinguish clearly between comment, conjecture and fact.
- v) A publication must report fairly and accurately the outcome of an action for defamation to which it has been a party, unless an agreed settlement states otherwise, or an agreed statement is published.

2. *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.
- iii) It is unacceptable to photograph individuals, without their consent, in public or private places where there is a reasonable expectation of privacy.

3. *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 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.

4. Intrusion into grief or shock

In cases involving personal grief or shock, enquiries and approaches must be made with sympathy and discretion and publication handled sensitively. These provisions should not restrict the right to report legal proceedings.

5. *Reporting suicide

When reporting suicide, to prevent simulative acts care should be taken to avoid excessive detail of the method used, while taking into account the media's right to report legal proceedings.

6. *Children

- i) All pupils should be free to complete their time at school without unnecessary intrusion.
- ii) They must not be approached or photographed at school without permission of the school authorities.
- iii) Children under 16 must not be interviewed or photographed on issues involving their own or another child's welfare unless a custodial parent or similarly responsible adult consents.
- iv) Children under 16 must not be paid for material involving their welfare, nor parents or guardians for material about their children or wards, unless it is clearly in the child's interest.
- v) Editors must not use the fame, notoriety or position of a parent or guardian as sole justification for publishing details of a child's private life.

7. *Children in sex cases

1. The press must not, even if legally free to do so, identify children under 16 who are victims or witnesses in cases involving sex offences.
2. In any press report of a case involving a sexual offence against a child –
 - i) The child must not be identified.
 - ii) The adult may be identified.
 - iii) The word "incest" must not be used where a child victim might be identified.
 - iv) Care must be taken that nothing in the report implies the relationship between the accused and the child.

8. *Hospitals

- i) Journalists must identify themselves and obtain permission from a responsible executive before entering non-public areas of hospitals or similar institutions to pursue enquiries.
- ii) The restrictions on intruding into privacy are particularly relevant to enquiries about individuals in hospitals or similar institutions.

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.
- ii) Particular regard should be paid to the potentially vulnerable position of children who witness, or are victims of, crime. This should not restrict the right to report legal proceedings.

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 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.

11. Victims of sexual assault

The press must not identify victims of sexual assault or publish material likely to contribute to such identification unless there is adequate justification and they are legally free to do so.

12. Discrimination

- i) The press must avoid prejudicial or pejorative reference to an individual's, race, colour, religion, sex, gender identity, sexual orientation or to any physical or mental illness or disability.
- ii) Details of an individual's race, colour, religion, gender identity, sexual orientation, physical or mental illness or disability must be avoided unless genuinely relevant to the story.

13. Financial journalism

- i) Even where the law does not prohibit it, journalists must not use for their own profit financial information they receive in advance of its general publication, nor should they pass such information to others.
- ii) They must not write about shares or securities in whose performance they know that they or their close families have a significant financial interest without disclosing the interest to the editor or financial editor.
- iii) They must not buy or sell, either directly or through nominees or agents, shares or securities about which they have written recently or about which they intend to write in the near future.

14. Confidential sources

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

15. Witness payments in criminal trials

- i) No payment or offer of payment to a witness – or any person who may reasonably be expected to be called as a witness – should be made in any case once proceedings are active as defined by the Contempt of Court Act 1981. This prohibition lasts until the suspect has been freed unconditionally by police without charge or bail or the proceedings are otherwise discontinued; or has entered a guilty plea to the court; or, in the event of a not guilty plea, the court has announced its verdict.
 - *ii) Where proceedings are not yet active but are likely and foreseeable, editors must not make or offer payment to any person who may reasonably be expected to be called as a witness, unless the information concerned ought demonstrably to be published in the public interest and there is an over-riding need to make or promise payment for this to be done; and all reasonable steps have been taken to ensure no financial dealings influence the evidence those witnesses give. In no circumstances should such payment be conditional on the outcome of a trial.
 - *iii) Any payment or offer of payment made to a person later cited to give evidence in proceedings must be disclosed to the prosecution and defence. The witness must be advised of this requirement.

16. *Payment to criminals

- i) Payment or offers of payment for stories, pictures or information which seek to exploit a particular crime or to glorify or glamorise crime in general, must not be made directly or via agents to convicted or confessed criminals or to their associates – who may include family, friends and colleagues.
- ii) Editors invoking the public interest to justify payment or offers would need to demonstrate that there was good reason to believe the public interest would be served. If, despite payment, no public interest emerged, then the material should not be published.

The public interest

There may be exceptions to the clauses marked * where they can be demonstrated to be in the public interest.

1. The public interest includes, but is not confined to:
 - i. Detecting or exposing crime, or the threat of crime, or serious impropriety.
 - ii. Protecting public health or safety.
 - iii. Protecting the public from being misled by an action or statement of an individual or organisation.
 - iv. Disclosing a person or organisation's failure or likely failure to comply with any obligation to which they are subject.
 - v. Disclosing a miscarriage of justice.
 - vi. Raising or contributing to a matter of public debate, including serious cases of impropriety, unethical conduct or incompetence concerning the public.
 - vii. Disclosing concealment, or likely concealment, of any of the above.
2. There is a public interest in freedom of expression itself.
3. The regulator will consider the extent to which material is already in the public domain or will or will become so.
4. Editors invoking the public interest will need to demonstrate that they reasonably believed publication – or journalistic activity taken with a view to publication – would both serve, and be proportionate to, the public interest and explain how they reached that decision at the time.
5. An exceptional public interest would need to be demonstrated to over-ride the normally paramount interests of children under 16.