

IPSO ANNUAL REPORT

For Scottish Provincial Press Limited,

New Stadium Road,

Inverness IV1 1FG

Covering the period 1st January to 31st December 2017

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.

All titles are printed at the SC Thomson's print centre in Dundee having closed our press in the Ross-Shire county town of Dingwall this year.

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

This year we closed many of the smaller offices to concentrate operations in three main centres, Inverness, Wick and Elgin.

We still employ around 200 people across the remaining 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.

All updates to the code are communicated directly to all the relevant staff as soon as they are announced as are any guidelines, like the notes issued about social media reporting.

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 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

For the first time we had a complaint against one of our titles upheld by the complaints committee. The details are:

[Decision of the Complaints Committee 14333-16 Gray v Inverness Courier](#)

[Summary of Complaint](#)

1. Bruce Gray complained to the Independent Press Standards Organisation that the Inverness Courier breached Clause 1 (Accuracy) of the Editors' Code of Practice in an article headlined

“Newcomers to clubs have probably forgotten that there ever was a curfew”, published on 25 November 2016.

2. The article reported that the midnight curfew, which was imposed on pubs and clubs in Inverness in 2003, had been abolished in November 2012 following a final decision by the Highland Licensing Board’s chairwoman, Councillor Maxine Smith. The midnight curfew required that pubs and clubs in Inverness were to refuse entry to customers after midnight. The article reported that the police had, at that time, “actively campaigned for the restriction to remain in place”. It further reported that the complainant, who is a Police Sergeant of the Liquor and Civic Licensing Department, had now “admitted they were wrong, stating: ‘overall the removal hasn’t resulted in a notable increase or decrease in city centre crime’”. The article noted that the complainant had said “this was down to licenses and the police” and also reported him saying that “through mediums such as Pubwatch...despite the removal of the midnight curfew, Inverness remains a safe place to socialise”.

3. The article was published on pages twelve and thirteen of the newspaper under the headline “Newcomers to clubs have probably forgotten that there ever was a curfew”. It was trailed on the newspaper’s front page, with the strapline “We were wrong”.

4. The complainant said that both the article and the front page strapline were inaccurate as he had not stated, that the police were “wrong” in supporting the curfew, instead he had said that “there was no notable increase or decrease in city centre crime” following the lifting of the curfew. However, this did not mean that the police were wrong: they had only ever claimed that lifting the curfew could (rather than would) increase crime, although he accepted that the Chief Constable had said at the time, in a consultation response, that this would “almost certainly reverse the positive trends previously cited”. The complainant said that the newspaper had deliberately misquoted him.

5. The newspaper did not accept that the article breached Clause 1. The newspaper said that it had published a number of examples of senior officers saying that there “would” be an increase in crime if the curfew was lifted; it noted that the complainant later said that there had not been an increase in crime, and that paraphrasing the complainant’s statement as an admission by the police that they were wrong, did not breach Clause 1. It said that although the article did not make clear that this was the newspaper’s characterisation, the article did not directly quote the complainant saying the police were wrong, and the statements were clearly attributed to the police, not the complainant.

6. The newspaper offered to publish the following clarification on page three of the Inverness Courier within the News Digest column:

In an article published on 25 November 2016 headlined “Newcomers to clubs have probably forgotten that there ever was a curfew”, we reported that Sergeant Bruce Gray admitted that the police were wrong by saying crime would increase if the curfew was lifted. He did say that crime had not increased but at no time said that police were wrong. We are sorry for any confusion caused.”

Relevant Code Provisions

Clause 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.

Findings of the Committee

8. The Committee emphasised the need for publishers to take particular care when paraphrasing speech attributed to a particular individual, because of the risk of misrepresentation or distortion. The complainant described how policing plans had changed in light of the end of the curfew, and said that crime rates had not been affected by lifting the curfew. The newspaper interpreted this as an admission by the police, that they were “wrong” in supporting the curfew.

9. Reporting that the complainant “admitted [the police] were wrong” amounted to a misleading paraphrasing of his comments, in circumstances where he had given an alternative explanation as to why the crime rate had not changed. Although other comments which had been made by the complainant were quoted accurately and at length within the article, in circumstances where the complainant did not make any admission that the police, nor himself, “were wrong”, the Committee considered that this statement was significantly misleading. The Committee also noted that the use of quotation marks on the front page strapline gave the impression that it was direct speech, or a close paraphrase. This represented a failure to take care not to publish misleading information, and there was a breach of Clause 1 (i).

10. The newspaper had published significantly misleading information which required correction under Clause 1 (ii). The Committee considered that the clarification offered by the newspaper adequately addressed the misleading information, that the complainant “admitted [the police] were wrong”, and made clear the correct position. The article was trailed on the front page; however, given that the main content of the article was published on pages twelve and thirteen, the Committee considered that the offer to publish the clarification on page three, in the News and Digest column, was sufficiently prominent. There was no breach of Clause 1 (ii).

Conclusions

11. The complaint was upheld.

Remedial Action Required

12. To remedy the established breach of the Code, the newspaper should now publish the clarification as offered.

Date complaint received: 22/12/2016

Date decision issued: 15/05/2017

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:**
You are contracted to work a 40 hour week. It is in the nature of the work that in order to fulfil all business requirements, flexibility in working outside normal office 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

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