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**MINUTES of the COMPLAINTS COMMITTEE MEETING**  
**Wednesday 3 October 2018 at 10.30 am**  
Gate House, 1 Farringdon Street, London EC4M 7LG

**Present** Alan Moses (Chairman)  
Nazir Afzal  
Lara Fielden  
Janette Harkess  
David Jessel  
Helyn Mensah  
Andrew Pettie  
Neil Watts  
Miranda Winram  
Peter Wright

**In attendance:** Charlotte Dewar, Director of Operations  
Michelle Kuhler, PA and minute taker  
Bianca Strohmann, Head of Complaints  
Matt Tee, Chief Executive

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

Katrina Bell  
John Buckingham  
Rosemary Douce  
Jonathan Harris  
Vikki Julian  
Thomas Moseley  
Madeline Palacz  
Lauren Sloan  
Abigail Tuitt

**Observers:** Jonathan Grun, Editors' Code of Practice Committee  
Claire Singers, Board member

1. Apologies for Absence

There were apologies received from Richard Best and Gill Hudson.

2. Declarations of Interest

Peter Wright had declared an interest in items 8 and 10, and left the meeting for those items.

3. Minutes of the Previous Meeting

The Committee approved the minutes of the meeting held on 5 September.

4. Update by the Chairman – oral

The Chairman welcomed Jonathan Grun and Claire Singers to the meeting. He also welcomed new Complaints Officer Jonathan Harris to IPSO.

The Chairman finished by updated the Committee on recent events, including a recent meeting with the Muslim Council of Britain.

5. Matters arising

There were no matters arising.

6. Complaint 03690-18 Leigh Day v The Sun

The Committee discussed the complaint and ruled that the complaint should be upheld.

A copy of its ruling appears in **Appendix A**.

7. Complaint 04680-18 Cosentino v Thurrock Independent

The Committee discussed the complaint and ruled that the complaint should be upheld.

A copy of its ruling appears in **Appendix B**.

8. Complaint 01735-18 Chandler v The New European

The Committee discussed the complaint and ruled that the complaint should be upheld.

A copy of its ruling appears in **Appendix C**.

9. Complaints not adjudicated at a Complaints Committee meeting

The Committee confirmed its formal approval of the papers listed in **Appendix D**.

10. Any other business

(i) Complaint 03480-18 Nottingham City Council v thesun.co.uk

The Committee discussed the complaint and decided that its ruling would be finalized in correspondence after the meeting.

A copy of its ruling appears in **Appendix E**.

(ii) Complaint 04418-18 Raphael v Daily Mail

The Committee discussed the complaint and ruled that the complaint should not be upheld.

A copy of its ruling appears in **Appendix F**.

11. Date of next meeting

**The date of the next meeting was confirmed as Wednesday 14 November.**

**The meeting ended at 12.32pm**

**APPENDIX A**  
**Decision of the Complaints Committee**  
03690-18 Leigh Day v The Sun

**Summary of Complaint**

1. Leigh Day complained to the Independent Press Standards Organisation that The Sun breached Clause 1 (Accuracy) of the Editors' Code of Practice in an article headlined, "Cheat of War" published on 29 May 2018.
2. The article reported that the complainant had "continued to pursue" a claim of mistreatment by British soldiers in Iraq after the claimant had admitted his claim was fraudulent. It stated that the whistle-blower had publicly admitted making a fraudulent claim for compensation in February, but that his case remained among the 450 alleged mistreatment cases confirmed by the complainant in April. It included quotations from the whistle-blower who said "It's incredible they are pursuing this claim when they know it's false. I have been clear – I do not want to sue the MoD. What more do they want?", and referred to the complainant's tactics as "dirty tricks for dirty money". It reported that "Basim withdrew consent for Leigh Day to represent him last week". The article also included a statement from the complainant, stating that, "We no longer act for [the claimant]. We are following set procedures. We will be applying at the next case management conference to come off the record as his lawyers."
3. The article was also published online with the headline, "Cheat of war Tank-chasing lawyers still pursuing case of mistreatment by British soldiers despite 'victim' admitting lies". It was substantially the same as the article that appeared in print.
4. The complainant said that the article gave the misleading impression that the whistle-blower had dropped his claim, and that the firm was now pursuing this contrary to his instructions, in full knowledge that the claim was falsified. It said that this gave the misleading impression that the firm was acting dishonestly for its own financial gain.
5. It said that the firm had been instructed by more than 600 Iraqis in their claims against the Ministry of Defence. In January 2018 the newspaper had contacted the firm and said that it had conducted an interview with the whistle-blower, who had admitted that his own claim, and the claims of others, were false. The firm said that it had responded at length to the claims, making clear that it had a duty of confidentiality to its client. An article was then published in February, in which the whistle-blower waived his right to anonymity and alleged that he had falsified his claim to try and receive compensation from the MoD. It said that this follow up article, which criticised the actions that the firm had taken since the whistle-blower publicly made these claims, gave an inaccurate and distorted impression of the current status of this claim and the actions the firm had taken since the publication of the February article.
6. It said that the article implied that this claim was one that the firm was pursuing to settlement. It said that this was inaccurate – it was in a residual category of claims the firm had not fully assessed. It said that this was because it had been trying to contact the claimant regarding the status of his claim. As reported in the article, the complainant had told the newspaper pre-publication that it no longer acted for this client, and was following the set procedures to officially come off the record as his solicitor. It said that it had taken steps following the publication of the February article, to contact the whistle-blower about his public claims, and to stop acting for him in this claim. It said that based on what the

whistle-blower had publicly stated it was not possible for the firm to unilaterally cease to act for the client, and that it had not received confirmation from him that he no longer wished to pursue his claim at the time of publication. In these circumstances, the firm said that the claimant's quotations in the article, which stated that "it is incredible they are pursuing this claim... I have been clear – I do not want to sue the MoD", suggested that he had explicitly told the complainant he did not wish to pursue the case further, but that the firm had continued the claim regardless. It was also concerned that the use of the term "tank chasing lawyers" and "dirty tricks for dirty money" suggested that the firm was acting dishonestly for financial gain, which was not true.

7. The newspaper did not accept that it had breached the Code. It said that this claim was still listed at the High Court, months after the claimant had admitted his claim was fraudulent, and it was entitled to criticise this.
8. It said that while this claim was not one of the cases that the complainant had confirmed to the court it was pursuing to settlement, it was one of the additional cases the newspaper believed the firm had demanded extra information from the Ministry of Defence in relation to. It did not accept that the complainant had followed the set procedures for coming off the record in circumstances where the claimant had publicly declared his allegations were false. It said that in such circumstances, the firm's duty to the court outweighed its duty to its client. The newspaper said that the firm should have immediately informed the court once it became aware that the court may be being misled, and should have refused to act for its client due to the nature of his public disclosure. It outlined the procedure it believed the complainant should have followed. As the case remained on the court record for several months after the initial disclosure, it said it was accurate for the article to state that it was "pursuing" and "continuing" the case. It said that the article had included the complainant's statement on the matter, and disputed the complainant's claim that the article gave a misleading impression of the complainant's involvement.
9. Regardless, the newspaper offered to remove the quotation "dirty tricks for dirty money" from the online article, and offered to publish the following clarification on page two and as a footnote to the online article:

*Following our article "Cheat of War" (Tuesday 29 May), Leigh Day have asked us to reiterate that once they were made aware of the allegations in the Sun that [the claimant] had falsified elements of his claim, they no longer act for him. However, due to set procedure they have been unable to come off the record as his lawyers, but will be doing so at the next court hearing.*

#### **Relevant Code Provisions**

10. 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.

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.

#### Findings of the Committee

11. The article criticised the speed with which the complainant had discontinued the claimant's case following his public disclosure. Specifically, it criticised the complainant for having "continued to pursue" a claim that it knew was false. The newspaper had sought to argue that the fact that the claimant's case remained lodged with the High Court justified its characterisation of the complainant's actions. However, the claim was not one that the complainant had confirmed it would be seeking to pursue to settlement. It had appeared on the court document in a distinct, residual category, as the complainant had been unable to contact its client, and had not received formal instructions as to how he wished to proceed. Also, as the complainant had made clear in pre-publication correspondence, the firm no longer acted for the claimant at the time of publication, and were following the set procedures to cease to act as his representative.
  
12. In these circumstances, the Committee considered that the sub-headline claim that, "lawyers continue case", and the claim that the firm "continued to pursue" the matter, reported in the body of the article, suggested that the claim had been actively pursued to settlement by the complainant. The newspaper was entitled to present criticism of the time taken by the complainant to cease to act for the claimant, including the MoD's view that it was "shameful Leigh Day did not immediately drop these claims". However, it had presented the status of the claim, and the actions of the complainant during this time, in a distorted manner. Reporting that the complainant had been pursuing the claim from January until the complainant ceased to act for the claimant a week before publication, without further clarification of the status of the claim during this time, represented a failure to take care not to publish distorted information in breach of Clause 1(i). Further, this was a significant distortion, as it seriously misrepresented the status of the claim and suggested that the complainant had been actively furthering a case it knew to be false, which was not correct. This required correction under the terms of Clause 1 (ii).
  
13. The correction offered by the newspaper reiterated the complainant's position that included in the article. It did not make clear that the complainant had not been actively pursuing the claim following the publication of the February article. In these circumstances, the Committee considered that there was a breach of Clause 1 (ii).
  
14. The article had made clear that the claimant had withdrawn his consent for the complainant to act for him the week before publication. It also included the complainant's statement, confirming that it no longer acted for the claimant and was following the set procedures to come off the court record. The article did not

suggest that the complainant was acting without instructions, and there was no breach of Clause 1 on this point.

15. The complainant had also raised concern that the article suggested that it had acted dishonestly for financial gain. The Committee considered that many of the article's claims of impropriety, including the headline, "Cheat of War", related to the claimant in this case, not the firm. The only specific references to the firm were the newspaper's characterisation of them as "tank-chasing lawyers" and the direct quotation from the claimant, who referred to their actions as "dirty tricks for dirty money". The reference to the complainant as "tank-chasing" was clearly the newspaper's characterisation of the firm's actions. While the complainant clearly disagreed with this, the complainant represented a large number of clients in their claims against the MoD, and was known for its work in this specific area of law. In these circumstances, the newspaper was entitled to characterise its actions in this way, and doing so was not misleading in breach of Clause 1. Also, the claim "dirty tricks for dirty money" was clearly attributed to the claimant who had been interviewed for the article. The newspaper had taken care to present this as his claim, and doing so did not give rise to a breach of Clause 1. Overall, the Committee did not consider that the article's characterisation of the firm's actions and motivations was misleading so as to give rise to a breach of Clause 1.

## Conclusions

16. The complaint was upheld in part.

## Remedial Action Required

17. Having upheld the complaint, the Committee considered what remedial action should be required. In circumstances where the Committee establishes a breach of the Editors' Code, it can require the publication of a correction and/or adjudication. The nature, extent and placement of which is determined by IPSO.
18. In this case, the Committee considered that the newspaper had been entitled to criticise the actions of the complainant, and the period of time it took the firm to stop officially acting for the claimant. In this context, the Committee considered that the appropriate remedy was the publication of a correction which made clear that the complainant had not been actively pursuing this claim, but had been attempting to contact the claimant to receive instructions.
19. The correction should appear in print in the Corrections and Clarifications column, and as a footnote correction to the online article. It should state that it has been

published following an upheld ruling by the Independent Press Standards Organisation. The full wording should be agreed with IPSO in advance.



## APPENDIX B

### Decision of the Complaints Committee 04680-18Cosentino v Thurrock Independent

#### Summary of Complaint

1. Jenna Cosentino complained to the Independent Press Standards Organisation that Thurrock Independent breached Clause 2 (Privacy) and Clause 3 (Harassment) of the Editors' Code of Practice in the following articles:
  - "Flytip reveals origin of rubbish dumped in Chadwell that angers residents" published online on 17 July 2018
  - "I didn't know this would happen..." published on 19 July 2018
  - "Apathy, lies or incompetence?" published on 26 July 2018.
2. The first article reported concerns about fly-tipping at a site in the local area. The article included a video of the rubbish found by the editor of the newspaper, who had visited the site to investigate. Bank and insurance documents for her property were visible in the video. The complainant's name, the address at which she had recently resided, account and credit card numbers and outstanding balances were visible on the documents. The article stated that the information about fly-tipping had been passed to the Council to investigate. This article was published online only.
3. The other two articles appeared in print only and were follow ups to the fly-tipping story. The second article reported how the complainant's waste had come to be at the site, and included a statement from her that said, "I used a waste disposal person in good faith and it is not my fault they dumped it." The complainant was named in the article, and the partial address reported in the previous article, was also published. The third article reported the Council's reaction to the alleged fly-tipping. The article stated that following the publication of the first article, "one of the people who paid for rubbish to be taken from her home, was identified and she admitted her actions," but that no further action had been taken. It also included a still from the original video footage, in which the complainant's documentation was visible, but her personal and bank details had been redacted.
4. The complainant said that all three articles had intruded into her privacy. She said that the video, which had also appeared on the newspaper's social media account, had revealed her name and the address at which she had recently lived, as well as confidential banking information. She had contacted the newspaper and asked that this information be redacted. She said that the editor had said that before he would do so, the complainant must agree to speak to the council and the police about how her waste came to be at the site. The complainant had contacted these organisations, and the publication agreed that it would not continue to publish her private information.
5. She said that she had made clear that her personal information had been published without her consent, and so naming her in the second article was a further breach of her privacy. She said that the editor had told her he would be running a follow-up story on the matter, but had not said that she would be named. She said that information she provided to the newspaper regarding how her rubbish was removed was provided confidentially for the purposes of a complaint, and should not have been published. She said that the re-publication of this information in the third article was a further intrusion; although she was not named, she was identifiable, due to previous coverage.

6. The complainant said that publishing further articles regarding her involvement in this matter after she had asked the newspaper not to do so, amounted to harassment under the terms of the Editors' Code.
7. The newspaper did not accept that it had breached the Code. It said that the articles reported on a matter of considerable public interest in the local area. It said that, prior to publication, it had considered whether it was necessary to redact the complainant's personal information from the video, but had decided that editing the footage might affect its authenticity. It said that the complainant had given the paperwork to an unauthorised waste disposal service, without making any attempt to redact her personal information, and that it was currently lying on public land. It said that the complainant had placed the information into the public domain. It also noted that the paperwork was around two years old, and that the complainant had now moved from this address. In these circumstances, it did not consider that the complainant had an expectation of privacy in relation to the documents.
8. It did not accept that the correspondence between the complainant and the newspaper amounted to a formal complaint. It said she had made a request for this information to be redacted, which it had agreed to do after she had agreed to inform the Council as to who was responsible for dumping her rubbish. It said that the editor had made it very clear to the complainant that he would continue to report on this issue, and it did not accept that it had agreed not to name the complainant again. The newspaper believed that the complainant was aware that the comments she made on the matter may be used for publication. It also said that publishing a number of articles about this matter, and naming the complainant, who had carried out a potentially criminal act, did not amount to harassment. It re-iterated that there was a strong public interest in reporting on this matter in an open and transparent way, especially given the perceived lack of action taken by the relevant authorities.

#### **Relevant Code Provisions**

9. Clause 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 intrusion into any individual's private life without consent. In considering an individual's reasonable expectation of privacy, account will be taken of the complainant's own public disclosures of information and the extent to which the material complained about is already in the public domain or will become so.
  - iii) It is unacceptable to photograph individuals, without their consent, in public or private places where there is a reasonable expectation of privacy.

#### Clause 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.

#### 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:

- Detecting or exposing crime, or the threat of crime, or serious impropriety.
- Protecting public health or safety.
- Protecting the public from being misled by an action or statement of an individual or organisation.
- Disclosing a person or organisation's failure or likely failure to comply with any obligation to which they are subject.
- Disclosing a miscarriage of justice.
- Raising or contributing to a matter of public debate, including serious cases of impropriety, unethical conduct or incompetence concerning the public.
- 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 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.

#### **Findings of the Committee**

10. The complainant's bank details, including account numbers, and balances of accounts, was information about which she clearly had an expectation of privacy. This was sensitive confidential information, which had come from private correspondence. There was a legitimate public interest in reporting on the issue of fly-tipping. However, the newspaper had not provide a specific justification for the publication of the complainant's bank details in the online article. The Committee did not accept that using an unauthorised contractor to remove waste amounted to consent to place private information in the public domain. Also, while the documents were visible on public land, the newspaper had not sought to argue that this specific information was so widely known so as to constitute it being in the public domain. In these circumstances, there a breach of Clause 2.
11. The other two articles had identified the complainant as someone who had used an unauthorised waste disposal service. This was not information about which the complainant had an expectation of privacy; it formed part of the newspaper coverage of a story of legitimate public interest. There was no breach of Clause 2 in the two print articles.
12. Clause 3 generally relates to the conduct and behaviour of journalists during the newsgathering process. It specifically refers to the conduct expected of journalists when making contact with members of the public, and is designed to protect individuals from unwanted or repeated approaches by the press. The fact that a newspaper continued to publish stories relating to the complainant, on a matter of legitimate public interest, contrary to the complainant's wishes, did not constitute a breach of Clause 3. Further, while the Committee expressed serious concern about the newspaper's handling of complaint, and its decision to offer to remove private information on a conditional basis, this did not constitute harassment under the terms of Clause 3.

#### **Conclusions**

13. The complaint under Clause 2 was upheld, in relation to the first online article.

**Remedial Action required**

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

15. The newspaper had published private information in breach of Clause 2. In those circumstances, the publication of the Committee's adjudication was appropriate. Also, given the Committee's concern regarding the newspaper's handling of the complaint, IPSO will separately discuss what further action may be appropriate in these circumstances. The Committee considered the placement of the adjudication. As the video had appeared on the online article only, the Committee considered that the adjudication should be published on the newspaper's website, with a link to the full adjudication appearing on the top half of the homepage for 24 hours; it should then be archived in the usual way. The headline to the adjudication should make clear that IPSO has upheld the complaint, give the title of the newspaper, and refer to the complaint's subject matter. The headline of the adjudication must be agreed with IPSO in advance.

16. The terms of the adjudication for publication are as follows:

Jenna Cosentino complained to the Independent Press Standards Organisation that Thurrock Independent breached Clause 2 (Privacy) of the Editors' Code of Practice in an article headlined "Flytip reveals origin of rubbish dumped in Chadwell that angers residents" published online on 17 July 2018. The complaint was upheld and Thurrock Independent has been required to publish this ruling as a remedy to the breach of the Code.

The article reported concerns about fly-tipping at a site in the local area. The article included a video of the rubbish found by the editor of the newspaper, who had visited the site to investigate. Bank and insurance documents for her property were visible in the video. The complainant's name, the address at which she had recently resided, account and credit card numbers and outstanding balances were visible on the documents. The article stated that the information about fly-tipping had been passed to the Council to investigate.

The complainant said that the video, which had also appeared on the newspaper's social media account, had revealed her name and the address at which she had recently lived, as well as confidential banking information. She had contacted the newspaper and asked that this information be redacted. She said that the editor had said that before he would do so, the complainant must agree to speak to the council and the police about how her waste came to be at the site. The complainant had contacted these organisations, and the publication agreed that it would not continue to publish her private information.

The newspaper did not accept that it had breached the Code. It said that the articles reported on a matter of considerable public interest in the local area. It said that, prior to publication, it had considered whether it was necessary to redact the complainant's personal information from the video, but had decided that editing the footage might affect its authenticity. It said that the complainant had given the paperwork to an unauthorised waste disposal service, without making any attempt to redact her personal information, and that it was currently lying on public land. It said that the complainant had placed the information into the public domain. It also noted that the

paperwork was around two years old. In these circumstances, it did not consider that the complainant had an expectation of privacy in relation to the documents.

The complainant's bank details, including account numbers, and balances of accounts, was information about which she clearly had an expectation of privacy. This was sensitive confidential information, which had come from private correspondence. There was a legitimate public interest in reporting on the issue of fly-tipping. However, the newspaper had not provide a specific justification for the publication of the complainant's bank details. The Committee did not accept that using an unauthorised contractor to remove waste amounted to consent to place private information in the public domain. Also, while the documents were visible on public land, the newspaper had not sought to argue that this specific information was so widely known so as to constitute it being in the public domain. There was a breach of Clause 2.

## APPENDIX C

### Decision of the Complaints Committee

#### 01735-18 Chandler v The New European

##### Summary of Complaint

1. Christopher Chandler complained to the Independent Press Standards Organisation that The New European breached Clause 1 (Accuracy) of the Editors' Code of Practice in an article headlined "Who is hacking Brexit? And why we need our own Robert Mueller inquiry", published on 25 November 2017.
2. The article was a comment piece in which the columnist, a Labour MP, discussed at length his concern over what he perceived to be alleged Russian influence in UK politics, particularly surrounding the policy decisions behind the UK's exit of the European Union. In the piece, the columnist asked, "Having intervened in the referendum, are the Russians now pushing the hardest of hard Brexits?" and argued: "We need a judge-led investigation to find out".
3. In that context, the columnist identified the Legatum Institute as "firmly backing Hard Brexit". The article said: "So who backs Legatum? It is funded by Christopher Chandler, a New Zealand born billionaire, who lives in Singapore and works in Dubai".
4. The columnist explained that in the previous week, a fellow Labour MP had suggested that the new Intelligence Select Committee should "make a close study" of the complainant, as it appeared that he had "made much of his fortune in the chaos of Russia". The columnist alleged that the complainant had "made a great deal of his fortune working with Putin's associates to re-organise Gazprom, the largest energy company in the world, after Putin's election as President in 2000, helping to lead a boardroom coup to emplace Alexey Miller, Putin's deputy from St Petersburg days, as head of Gazprom". The columnist said that Gazprom subsequently became "very important" to President Putin as he "consolidated his power" in the early 2000s.
5. The article was published in substantially the same form online on 25 November 2017, under the same headline.
6. The complainant said that the article contained significant inaccuracies which created a distorted and misleading impression about his engagement with both Gazprom and President Putin.
7. The complainant denied working, directly or indirectly, with President Putin's associates to re-organise Gazprom. He said that he had never met Vladimir Putin, nor dealt with him in any capacity. The complainant further denied that he had helped, whether directly or indirectly, to lead a boardroom coup to install Alexey Miller as head of Gazprom.
8. The complainant explained that in 2000, he had owned a minority shareholding in Gazprom through the company Sovereign Global. He said that along with other minority shareholders, he had supported a campaign to elect a single director to the board to represent minority shareholders. This resulted in the election of Boris Fyodorov, who was not an ally of Putin's and was independent of the Russian government. The complainant said that it was this reconfigured board of directors that voted to replace the then-CEO with Alexey Miller, ten months later in May 2001. The complainant said that he had no power to, and in fact did not,

change the CEO of Gazprom in 2001: the change of leadership in Gazprom was led by the Russian government, which was the controlling shareholder in Gazprom.

9. The complainant said that the article contained a number of further inaccuracies. He said that he was not "the funder" of the Legatum Institute Foundation. He said he was one of four partners of the Legatum Group, and it was the Legatum Group, through its philanthropic arm, Legatum Foundation Limited, that was one of over 40 donors to the Legatum Institute Foundation. The complainant further said that he did not live in Singapore; contrary to the claim made in the article, he had never lived there.
10. During the course of IPSO's investigation, the complainant referred to an article published by the Institutional Investor in March 2006, which stated:

*It was not a profitable company, however. Gazprom posted losses of \$7 billion in 1998 and \$2.8 billion in 1999, while amassing debts of \$9 billion. The reason, the Chandlers suspected once again, was transfer pricing. The utility was selling vast quantities of gas at below-market prices to a little-known company called Itera Group that Sovereign and others believed had close ties to Gazprom chief executive Rem Vyakhirev and other company directors, who held five seats on the 11-person board...*

*To combat the abuses and release the company's value, the Chandlers backed a campaign by Ryan's partner, UFG chairman Boris Fyodorov, to gain a seat on Gazprom's board and oust Vyakhirev. A former Finance minister and one of Russia's most prominent reformers, Fyodorov asserted that the company was plundering corporate assets for the benefit of third parties...*

*At the company's annual general meeting in July 2000, Sovereign and other minority investors succeeded in getting Fyodorov elected to the board over a management candidate. By teaming up with the five government appointees, who were sympathetic to complaints about management abuses following the election of President Vladimir Putin in March 2000, Fyodorov changed the balance of power at Gazprom. In May 2001 the board removed Vyakhirev as chief executive, kicking him upstairs to the largely ceremonial position of chairman, and installed Alexey Miller, then deputy Energy minister, as his replacement. Vyakhirev stepped down a year later, replaced by current chairman Dmitry Medvedev.*

*With Miller, a confidant of Putin who remains CEO, stopping much of the transfer pricing, Gazprom's share price rebounded. Sovereign sold off its stake between late 2002 and mid-2003, posting a 12.5 percent total return on its investment over nearly four and a half years. It was not the kind of result that the brothers were used to, but in unseating Vyakhirev they had made a point — and saved the fund from a significant loss. "We finally left after nearly ten years in Russia because we felt we had done as much as we could in corporate governance and in shareholder rights," Richard explains."*

11. The newspaper did not accept a breach of the Code and said that it had taken care to report on matters which were of significant public interest. The newspaper explained that it had taken the decision not to contact the complainant for comment, prior to publication, because the fact of his extensive shareholding in Gazprom and, accordingly, his links to the Russian Federation were a matter of public record and had been the subject of numerous media reports.
12. The newspaper said that the article did not allege that the complainant had met President Putin, or dealt with him in any capacity, directly or indirectly. The newspaper said that it was accurate

to state that the complainant had worked with Putin's associates to re-organise Gazprom, and to state that he had led a boardroom coup to emplace Alexey Miller as head of Gazprom.

13. The newspaper referred to a press release published by Gazprom. The press release explained that Sovereign Global is the largest portfolio investor in Gazprom, and has been investing in Russia and Gazprom for almost ten years. It also contained the following statement from Mr Miller: "Sovereign's unwavering support as a long-term shareholder has played a major role in the course of development and introduction in Gazprom of high corporate governance standards." The press release also set out a number of assurances given by Mr Miller to representatives of Sovereign including an assurance that "the Management of Gazprom will remain committed to further increasing the transparency of the Company and will continue to work to improve the level of corporate governance".
14. The newspaper said that the meaning of the claims made about the complainant in the article under complaint, was that he had a substantial financial interest in a Russian business, in which the Federation held a controlling interest and which was important to Vladimir Putin. It noted that this had not been disputed by the complainant.
15. While the newspaper did not accept a breach of the Code, the newspaper offered to publish the following wording in an attempt to resolve the complaint and with no admission of liability:

*"An article we published on 25 November 2017 last year made claims that the Legatum Institute think tank was funded by Mr Christopher Chandler, a New Zealand billionaire, who lives in Singapore and works in Dubai. We did not intend to suggest that Mr Chandler was a direct, or sole, funder of the Legatum Institute: neither of which is the case. We are also happy to clarify that Mr Chandler does not (and has not) lived in Singapore and apologise to Mr Chandler for that error. Mr Chandler has also asked us to clarify that he strenuously denies any allegation that he worked in any way (whether with Mr Putin's associates or otherwise) to reorganise GazProm and emplace Alexi Miller as head of GazProm. We are happy to do so and to provide this clarification on Mr Chandler's part."*

16. The newspaper accepted that the complainant did not live in Singapore, nor had he ever lived there. It explained that the error had occurred as a result of a misunderstanding, caused by the fact that the complainant's brother was understood to live, or to have lived, in Singapore. The newspaper did not accept that the error amounted to a significant or serious inaccuracy. It said that the central point was that the complainant was not a British citizen or a full time resident of the UK.
17. The newspaper said that the article did not assert that Mr Chandler was the sole, or direct, funder of the Legatum Institute Foundation. It said that the article did not claim that the complainant was "the funder", as suggested by the complainant. Rather, it noted that the article had reported that the "[Legatum Institute] is funded by Christopher Chandler".
18. The newspaper noted that the Legatum Partnership LLP (LLLP), a partnership of which the complainant is a partner with three others, is the principal donor to the Legatum Institute Foundation (through Legatum Foundation Limited (LFL), LLLP's philanthropic arm). This had been accepted by the complainant. It said that the most recently filed Legatum Institute Annual Report established that in the relevant period, the Legatum Institute Foundation had a total income of £4,398,000, of which £3,935,000 (89%) came from LIF/LLLP. The newspaper said that on that basis, it was not a significant inaccuracy to have stated that the Legatum Institute Foundation was "funded" by Mr Chandler, albeit not entirely and not by means of direct payments.



19. It was a matter of public record, and had not been disputed by the complainant, that Mr Fyodorov, along with the five government appointees on Gazprom's 11 seat board, had constituted a majority, which voted to place Mr Miller as CEO of Gazprom in 2001.

### Relevant Code Provisions

#### 20. 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

21. The columnist had claimed that the complainant had "made a great deal of his fortune working with Putin's associates to re-organise Gazprom", and had credited the complainant with "helping to lead a boardroom coup to emplace Alexey Miller" as head of Gazprom".
22. It was not in dispute that Mr Fyodorov's platform in standing for election to the Board of Directors was the reform of Gazprom, which, in this context meant voting with the government appointees on the Board of Directors, against the company's executive leadership, namely its then Chief Executive. It was also accepted that the complainant's company, a shareholder in Gazprom, had supported Mr Fyodorov's candidacy specifically on the basis that he was seeking to reform Gazprom, and that Mr Fyodorov had gone on to vote with the government appointees to install Alexey Miller as CEO. It was apparent from this chain of events that the complainant's company had taken an active and prominent role in the changes in corporate governance at Gazprom between 2000 and 2001.
23. The columnist had credited the complainant as having "helped" to "lead a boardroom coup to emplace Alexey Miller, Putin's deputy from St Petersburg days, as head of Gazprom". This gave the impression that the complainant had acted directly to emplace Miller as CEO in 2001; further, it had suggested that complainant's involvement in the change in corporate governance at Gazprom in 2000, was specifically in order to place Miller onto the Board of Gazprom as the company's Chief Executive. This went further than

setting out the complainant's association with the chain of events which had subsequently led to Alexey Miller being voted onto the Board of Gazprom as CEO. The newspaper had not provided, in the article or in its response to the complaint, any basis to support this claim. This was a failure to take care over the accuracy of the article, in breach of Clause 1(i). The suggestion that the complainant had acted with an intention to place an ally of Putin onto the Board of Gazprom had been made in the context of the columnist's concern over alleged Russian influence in UK politics, and as such, represented a significant inaccuracy which required correction.

24. The Committee welcomed the newspaper's offer to publish a clarification, which set out the complainant's denial that he had worked to emplace Alexei Miller as head of Gazprom. However, it had failed to acknowledge the inaccurate impression given, that the complainant had acted with an intention to place Miller as CEO of Gazprom. In circumstances where the newspaper had provide no basis to demonstrate the accuracy of this claim, on balance, there was a breach of Clause 1(ii).
25. The Committee noted the complainant's denial of working, directly or indirectly, with President Putin's associates to re-organise Gazprom. It was not in dispute that Mr Miller was a close associate of Putin and that the complainant was credited by Mr Miller as being instrumental in the re-organisation of Gazprom in the early 2000s. The Gazprom press release had acknowledged that the complainant's company had played a "major role in the course of development and introduction in Gazprom of high corporate governance standards" and contained an assurance by Mr Miller to the complainant's company that "the Management of Gazprom will remain committed to further increasing the transparency of the Company and will continue to work to improve the level of corporate governance". Notwithstanding the complainant's position that he had never met Mr Miller prior to his appointment, the complainant accepted that the two had met, following Mr Miller's appointment and that, at the meeting, the complainant had urged him to adopt certain corporate governance standards at Gazprom. It was, therefore, clear that the complainant and Mr Miller shared a common purpose to effect change within Gazprom. In these circumstances, there was no failure to take care over the accuracy of the article in those circumstances, and it was not a significant inaccuracy to claim that the complainant had worked with Putin's associates to "reorganise" Gazprom. There was no breach of Clause 1 on this point.
26. It was clearly inaccurate to report that the complainant was a resident of Singapore. The newspaper had not demonstrated that care was taken over this claim, which had occurred as a result of a misunderstanding between the residency of the complainant and his brother, in breach of Clause 1(i). In the context of an article assigning significance to the legal jurisdictions in which individuals operated, misreporting the jurisdiction to which the complainant had moved was a significant inaccuracy. The newspaper had offered to publish a correction on this point, which addressed the inaccuracy and made clear the correct position. There was no further breach of Clause 1(ii).
27. The article had not claimed that the complainant was the sole, or direct funder to the Legatum Institute Foundation. It had stated the Institute "is funded" by the complainant: this

claim was accurate given that the complainant, through the Legatum Partnership, was the principal donor to the Legatum Institute Foundation. The newspaper had taken care not to publish misleading information, and no correction was required under the terms of Clause 1 (ii).

### Conclusion

28. The complaint was upheld.

### Remedial Action Required

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

30. In circumstances where the Committee establishes a breach of the Editors' Code, it can require the publication of a correction and/or adjudication, the nature, extent and placement of which is determined by IPSO.

31. In this case, the newspaper had taken steps to address the concerns raised by the complainant, and had offered a clarification, which had set out the complainant's denial on the points of complaint. The offer of clarification mitigated the seriousness of the breach of Clause 1 (ii). However, it had failed to make clear that the newspaper had failed to provide any basis to show that the complainant had acted with an intention to place Miller onto the Board of Gazprom, as its CEO. The Committee therefore considered that the appropriate remedy was the publication of a further correction. This correction should appear on page two of the newspaper, and at the top of the article as it appears online. The wording should be agreed with IPSO in advance. The Committee did not require that the correction should correct information which was not found to be in breach of the Code.

### Suggested wording for correction

*In an article headlined "Who is hacking Brexit? And why we need our own Robert Mueller inquiry" published on 25 November 2017, our columnist claimed that Mr Christopher Chandler had "helped to lead a boardroom coup to emplace Alexey Miller, Putin's deputy from St Petersburg days, as head of Gazprom". Mr Chandler strenuously denies any allegation that he helped to lead a boardroom coup to emplace Alexey Miller as head of GazProm. We did not have a basis to make this claim, which suggested that Mr Chandler had acted with an intention to place Miller, an associate of President Putin, as CEO of Gazprom. We also reported that Mr Chandler lives in Singapore. In fact, he does not (and has not) lived in Singapore.*

*This correction has been published following an upheld ruling by the Independent Press Standards Organisation.*

## APPENDIX D

Paper No.	File Number	Name v Publication
1465	04140-18	A Woman v mirror.co.uk
1466	04141-18	A Woman v Mail Online
1468	03643-18	Blakemore v Richmond & Twickenham Times
1470	03178-18	Johnstone v The Scottish Sun
1471		Request for review
1472	04498-18	Handling v The Scottish Sun
1477	02218-18	Kieran v The Sun (Sunday)
1478		Request for review
1482	03349-18	University Hospital Southampton NHS Foundation Trust v Daily Express
1484		Request for review
1485	04737-18	Jones v Epsom Guardian
1487	05597-18	Note to Committee – Cargill v Mail Online
1488		Request for review

## APPENDIX E

### Decision of the Complaints Committee

#### 03480-18 Nottingham City Council v The Sun

##### Summary of complaint

1. Nottingham City Council complained to the Independent Press Standards Organisation that The Sun breached Clause 1 (Accuracy) of the Editors' Code of Practice in an article headlined "£40,000 blown on moving 40 newts" published on 13 April 2018.
2. The article reported that the "hard-up" Nottingham City Council had "spent £40,000 on relocating a colony of newts ... at the same time as it needs to make £27million of cuts". It explained that the newts are a protected species and were found in a pond at the site of a new enterprise zone and that the council were "paying experts £40,000" to relocate them in order to build a bridge to a science park. The article reported the council's position that it had to act by law but included the position of a Conservative councillor who "said it should have been sorted earlier". It quoted a local resident criticising the spending.
3. The article appeared online under the headline "NEWT WORTH IT Hard up Nottingham City Council splashes £40,000 on relocating 40 newts". The online article featured additional background information on great crested newts and another comment from a local resident criticising the spending.
4. The complainant said that the article was misleading as the headline and opening paragraph suggested a link between spending cuts by the council and the cost of moving the newts, when this money came from the D2N2 Local Enterprise Zone, which was a central government fund and not part of the council's budget. It said D2N2 Local Enterprise Partnership allocated Local Growth Fund money towards the development of the Nottingham Enterprise Zone and some of this money was set aside for the removal of the newts, which was a legal requirement in order for the development to continue. The complainant said that it administered the project and invoiced D2N2, who then funded it from the Local Growth Fund. It claimed that even if any of the set-aside funding was left over, it could only have been spent on the development of the Enterprise Zone and would not have ended up as part of the council's budget. Therefore it was misleading to refer to the council's own finances in this context, as it implied misleadingly that the council were wasting council money at a time of budget cuts.
5. The newspaper denied that it had breached the Editors' Code of Practice. It said that the council had spent £40,000 moving a colony of newts, that it was entitled to criticise this decision and that it had made it clear that the council had to act by law. It accepted that the funding did not come from Nottingham City Council's general budget, but it was still funding which the council had spent, from state funds it could access, which could have been spent on other things in the Nottingham Enterprise Zone, had the newts not been moved or if the council negotiated a better deal. The newspaper said that the fact that the council would not have the option to spend it on anything other than the Nottingham Enterprise Zone was irrelevant.

6. Nonetheless, as a gesture of goodwill, it had amended the online article to feature a prominent reference to the funds having come from the D2N2 Local Enterprise Partnership, but maintained that there was no breach.

#### Relevant Code provisions

7. 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.
  - 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.

#### Findings of the committee

8. The complainant administered the Local Enterprise Zone, controlled the funds, and authorised the use of funds for this project. In this context, it was not inaccurate for the newspaper to report that it had “spent” the funds. The fact and extent of the budget cuts facing the council were also not in dispute. The question was whether the report had suggested misleadingly that the funds concerned were local council funds, and if so, whether this misleading impression was significant such that a correction or clarification was required.
9. Although there was a legal requirement to move the newts, this only created an obligation; the council had taken the decision about allocating resources for the project. It was also not in doubt that the money spent was public money, which could have been used (at least in part) for other purposes relating to the Local Enterprise Zone, had a different decision been taken by the council. In the view of the Committee, while the article highlighted the council’s budgetary position, it stopped short of claiming that the funding came from the council’s budget; it was ambiguous. It also accurately recorded the council’s position that it was fulfilling a legal obligation; the criticism quoted from a councillor and local residents related to the sums involved. The Committee did not establish a failure to take care over the presentation of this information, there was no breach of Clause 1 (i). The Committee considered whether, in the full circumstances, a clarification was required, but concluded that it was not: the council had made the decision and had spent public funds of 40k on the project (regardless of their source), some of which could have been used for alternative purposes in the local area. In this context, any ambiguity as to the source of the funds was not significant so as to require clarification or correction. The article was not significantly misleading. There was no breach of Clause 1.

**Conclusions**

8. The complaint was not upheld.

**Remedial action required**

9. N/A

## APPENDIX F

### Decision of the Complaints Committee 04418-18 Raphael v Daily Mail

#### Summary of Complaint

1. Chaya Raphael complained to the Independent Press Standards Organisation that the Daily Mail breached Clause 1 (Accuracy) of the Editors' Code of Practice in an article headlined "The minefield Prince William must tiptoe through today" published on 27 June 2018.
2. The article was a comment piece, in which the author set out the challenges which Prince William would face on his official visit to Israel. It referred to Palestinians being "forced to live in squalid conditions in Gaza and the West Bank". With reference to this situation, the article said that "in an unequivocal breach of international law, Israeli settlers have taken much of the best agricultural land, while depriving the Palestinians of water supplies and, all too often – I have witnessed this for myself – burning their olive groves and poisoning their wells". The article appeared online under the same headline in substantially the same format.
3. The complainant said that the article was misleading in breach of Clause 1 (Accuracy). She had originally contacted the publication to dispute the article's account of Israeli settlers depriving Palestinians of water, and to disagree with what she considered to be the repetition of an antisemitic trope in relation to the poisoning of wells. In response to this, the publication had told her that the author's account of the poisoning of wells had been based on "previous reports – including first-hand accounts". She therefore considered that the article was misleading because it stated that the author had "witnessed" this for himself, when he had in fact relied on other sources.
4. The publication denied any breach of the Code, and said that its columnist stood by his account as set out in the article. It said that, on a visit to the West Bank in 2011, the columnist had seen burning olive groves; this had been blamed by Palestinians on settlers. Later, in early 2013, he saw a well, which locals said was poisoned by settlers. The publication said that the columnist had no reason to doubt the veracity of this information. It also referred to a number of other articles and accounts concerning well-poisoning and the burning of olive groves. The publication said that the columnist was entitled to share his experiences, where they were clearly presented as such, and the complainant was not in a position to dispute them. It also said that the columnist denied any awareness of any antisemitic connotations regarding the issue of well poisoning.
5. The complainant said that the publication had conceded that the columnist had not seen the acts referred to taking place; he had relied on locals' accounts and therefore on hearsay. She said that the article was therefore misleading.
6. The publication said that the complaint centred on a detail which was a minor piece of background information in a detailed column setting out the columnist's views on Prince William's visit to Israel. The reference to the columnist "witnessing" the events was not significant in that context.

#### Relevant Code Provisions



## 7. 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 article was clearly presented as a comment piece, in which the columnist gave his views on the royal visit to Israel. As part of this account, the columnist referenced allegations about the activity of Israeli settlers, stating that they “have taken much of the best agricultural land, while depriving the Palestinians of water supplies and, all too often – I have witnessed this for myself – burning their olive groves and poisoning their wells”. It was not in dispute that similar allegations had been made elsewhere, and the publication had referred to several reports of such activities from sources that it considered to be reputable. However, the crux of this complaint was whether it was accurate for the article to state that the columnist had “witnessed” these actions for himself. In response to the complaint, the columnist was able to refer to specific visits to the West Bank where he had seen an olive grove burning, and seen a well which he was told was poisoned; in both cases, he had been told that Israeli settlers were responsible. The term “witness” has a spectrum of meanings, and should not be interpreted so narrowly as to restrict the rights of columnists, particularly those reporting from foreign countries, to provide an account of their personal experiences. The Committee considered that the claim to have “witnessed” could be interpreted broadly – to indicate having seen the effects of the activity, and to have attributed the activity to one party based on prior knowledge and verbal accounts. The complainant was essentially questioning the columnist’s choice to believe the accounts he had heard. In the context of a comment piece, which was clearly presented as such, and where the columnist was able to refer to specific instances to support his position, and to other reports of a similar nature, there was no failure to take care over his claim to have “witnessed” the acts referred to, in breach of Clause 1(i), and no significantly misleading impression was created that required correction under Clause 1(ii).

## Conclusions

9. The complaint was not upheld.

## Remedial action required

10. N/A

Date complaint received: 12/7/18

Date decision issued: 16/10/18