

---

**MINUTES of the COMPLAINTS COMMITTEE MEETING**  
**Tuesday 28 January 2020 at 10.30am**  
Gate House, 1 Farringdon Street, London EC4M 7LG

**Present**

Lord Edward Faulks (Chairman)  
Richard Best  
Nazir Afzal  
Andrew Brennan  
Lara Fielden  
Janette Harkess  
David Hutton  
Mark Payton  
Andrew Pettie  
Miranda Winram  
Peter Wright

**In attendance:**

Charlotte Dewar, Director of Operations  
Michelle Kuhler, PA and minute taker  
Holly Pick, Joint Head of Complaints  
Matt Tee, Chief Executive  
Lauren Sloan, Joint Head of Complaints

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

Katrina Bell  
Rosemary Douce  
Hanno Fenech  
Alice Gould  
Thomas Moseley  
Sean Sutherland  
Charlotte Urwin

**Observers:**

Jonathan Grun, Editors' Code Committee  
Charles McGhee, Board Member

1. Apologies for Absence

Apologies were received from Helyn Mensah.

2. Declarations of Interest

Peter Wright declared an interest in item 6 and left the meeting for this item.  
Richard Best declared an interest in item 10 (ii) and left the meeting for this item.

3. Minutes of the Previous Meeting

The Committee approved the minutes of the meeting held on 11 December.

4. Matters arising

There were no matters arising.

5. Update by the Chairman – oral

The Chairman began by thanking everyone for welcoming him to IPSO.

The Chairman informed the Committee that an article recently published in the Observer misrepresented his work for the Astana International Financial Centre (AIFC), which is separate and independent from Kazakhstan's judicial system and that he had made the Appointments panel aware of his work for the AIFC at the time of his initial interview for the role.

He updated the Committee on recent events, including his speeches at the House of Lords and at the Society of Editors 100<sup>th</sup> anniversary event, and his newspaper visits to The Telegraph, Daily Mail, Sunday Mail and JPI Media.

The Chairman informed the Committee that IPSO were currently recruiting a new Complaints Officer.

He finished by registering the Committee's thanks to Charlotte Urwin, Head of Standards, and to Sophie Malleson, Policy and Public Affairs Officer, who were leaving IPSO later in the month.

6. Complaint 06223-19 Sutcliffe v The Mail on Sunday

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

7. Complaint 08645-19 A Man v The Sunday Times

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

8. Complaint 05294-19 Stainer v kentline.news

The Committee discussed the complaint and ruled that the complaint should be upheld. A copy of its ruling appears in **Appendix C**.

9. Complaint 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) Committee Members agreed to hold a Pre-Committee meeting at 9.30am on Tuesday 10<sup>th</sup> March to discuss IPSO's approach to 3<sup>rd</sup> Party Rejections.

(ii) 07416-19 Englefield Estate v readingchronicle.co.uk.

The Committee discussed the complaint and ruled that the complaint should be upheld. A copy of its ruling appears in **Appendix E**.

11. Date of next meeting

The date of the next meeting was confirmed as Tuesday 10<sup>th</sup> March 2020.

The meeting ended at 12:47pm

## Appendix A

### Decision of the Complaints Committee 06223-19 Sutcliffe v The Mail on Sunday

#### Summary of Complaint

1. David Sutcliffe complained to the Independent Press Standards Organisation that The Mail on Sunday breached Clause 1 (Accuracy) of the Editors' Code of Practice in an article headlined "Key aide to Harold Wilson in No 10 'spied for Czechs too'", published on 2 June 2019.
2. The article reported that according to declassified Czechoslovakian intelligence files, Prime Minister Harold Wilson's Parliamentary Private Secretary from 1964 to 1967, Ernest Fernyhough, "spied for Czechoslovakia's secret police". The article explained what was in the files: that Mr Fernyhough had met with a number of Czechoslovakian 'handlers' based in London, who assigned him a code name and that he had been described by one of them as his "most valuable source of information"; that Mr Fernyhough was given a formal rating which meant that he was a "confidential contact"; that it was recorded that he had "access to a lot of important information"; that he had provided intelligence which included details of Harold Wilson's telephone calls with the US President and discussions about devaluing the pound; and that Mr Fernyhough had received gifts from the Czechs, including alcohol, chocolates and a free holiday to Czechoslovakia. It explained that Mr Fernyhough died in 1993.
3. The article also appeared online in substantially the same terms with the headline "Revealed: Key aide to Prime Minister Harold Wilson spied for Czechoslovakia and passed on secret on secret details of phone calls with President Lyndon Johnson". The online version included a number of bullet points below the headline, one of which said "Downing Street aide Ernest Fernyhough spied for Czechoslovakia's secret police".
4. The complainant, the grandson of Mr Fernyhough, said that it was inaccurate to describe his grandfather as having "spied for Czechoslovakia". He said that following the article's publication, he wrote to the head of the Czech Security Services archive, who said that she "refused" the allegation that Mr Fernyhough spied for the Czech Foreign Intelligence Service; she said that in her opinion, Mr Fernyhough was unaware that he was dealing with intelligence officers, and did not really ever say anything important or confidential. He also provided an article which appeared on an English language Czech website following the publication of the article under complaint reiterating these comments from the Czech Security Services archive. He queried the accuracy of the files relied on by the publication, as he said that the files showed that his grandfather was considered by the Czechoslovakians to be on the right of the Labour party which he said was not the case, and did not enjoy chocolate, which the files reported he accepted as a gift. He said that the claims made against his grandfather in the article had caused him and his family much distress.

5. The publication did not accept that there was a breach of the Code. It said that the article explained that the description was based on Czechoslovakian intelligence files, which it had established were genuine. It said that the reporter specialised in researching Eastern European archives, and had contacted the Czech Security Services archive to request files relating to several British politicians; Mr Fernyhough was included because he was known to be on the left of the Labour party, and had been associated with political movements linked to Eastern bloc spy recruitment. The reporter gathered these files in person and interviewed the head of the archive – the same person contacted by the complainant – who confirmed in writing that the files were genuine. He also corroborated details in the files, such as the dates of Mr Fernyhough’s employment and those of the handlers’ time in the UK, with official records.
6. The publication said that having established that the files were a genuine and reliable record of Mr Fernyhough’s relationship with Czechoslovakian intelligence agents, the contents provided a basis to claim that he “spied” for Czechoslovakia. It said that the files showed that Mr Fernyhough was assigned a handler who he met with multiple times at the handler’s request, was given a code name and accepted gifts. As such, he was considered by the Czechoslovakian secret services to be a reputable source of confidential information. Furthermore, the files recorded that Mr Fernyhough carried out “minor operational tasks” on behalf of his handlers, including being “willing to carry out active measure in parliament”. It said that it appeared that at least some of the information provided by Mr Fernyhough was confidential and not in the public domain at the time he shared it with the agents; for example, details of telephone conversations between Mr Wilson and the US President, and the files said that the accuracy of these reports from Mr Fernyhough “was fully confirmed by later developments”. The publication accepted that it was possible that Mr Fernyhough was unaware who he was talking to, or the Czechoslovakians’ motives, but this was not significant; he clearly volunteered information which was of benefit to the Czechoslovakian agents. However, it said that it was unlikely that Mr Fernyhough, a senior civil servant at the height of the Cold War, would have been unaware of the sensitivities around disclosing information to Eastern bloc diplomats.
7. The publication also noted that “spy” was clearly the publication’s own characterisation of Mr Fernyhough because it was presented in inverted commas, and it amended the online version of the article to incorporate this. Although it noted that the complainant did not have any first-hand knowledge of the issues reported in the article, and the email from the Czech Security Service archive did not deny that Mr Fernyhough could have been acting knowingly on behalf of Czechoslovakia, nor that he had been given some reward for his assistance, it said that it was happy put the complainant’s position on the matter on record. During the course of IPSO’s investigation, it offered to publish the following wording as a footnote to the online article:

“The family of Ernest Fernyhough would like to state that the director of the Security Services Archive in Prague, [name], has said she does not accept the allegation that Mr Fernyhough spied for the Czech Foreign Intelligence

Service. [Name] said she thinks Mr Fernyhough met with Czech diplomats but did not know they were intelligence officers.”

### Relevant Code Provisions

#### 8. 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

9. The newspaper’s claim that Mr Fernyhough had “spied” for Czechoslovakia had been based on declassified Czechoslovakian intelligence files. The article reported that according to these files, Mr Fernyhough was considered to be a valuable source of confidential information by Czechoslovakian secret agents with whom he met; he was considered to be a “confidential contact”; he had provided details of phone discussions between the Prime Minister with the US President and discussions concerning the devaluation of the pound; and that he had received gifts from the agents, including a free holiday to Czechoslovakia. Where the article made clear that this information from the declassified documents was the basis for the description of Mr Fernyhough as a “spy” for Czechoslovakia, there was no failure to take care over the accuracy of the claim, and no breach of Clause 1(i).
10. In addition to the points above which were included in the article, the publication provided further declassified intelligence files during IPSO’s investigation which demonstrated that Mr Fernyhough carried out “minor operational tasks” on behalf of the Czech intelligence agents including being “willing to carry out active measure in parliament” and that the accuracy of the information provided by Mr Fernyhough was “...fully confirmed by later developments”. The Committee acknowledged that whilst it was possible that Mr Fernyhough was not knowingly acting on behalf of Czechoslovakia, it was clear that he had passed information of value to Czechoslovakian secret service agents, when he held a position close to the Prime Minister which gave him access to confidential information and at a time of heightened security concerns between the UK and Eastern bloc countries. As such, and where this engagement with Czechoslovakian agents was made clear as the basis for the description, it was not significantly inaccurate to describe Mr Fernyhough as having spied for Czechoslovakia. In relation to the online version of the article, which did not use quotation marks to describe Mr Fernyhough as a spy, the Committee considered that this did not give rise to any significant

inaccuracy – the main body of the article, like its print counterpart, clearly set out the contents of the intelligence files on which the description was based. As such, there was no significant inaccuracy in describing Mr Fernyhough as a spy for Czechoslovakia, and no correction was required under the terms of Clause 1(ii).

### **Conclusions**

11. The complaint was not upheld

### **Remedial Action**

12. N/A

Date complaint received: 20/08/2019

Date complaint issued: 18/02/2020

## Appendix B

### Decision of the Complaints Committee 08645-19 A Man v The Sunday Times Summary of Complaint

1. A man complained to the Independent Press Standards Organisation that The Sunday Times breached Clause 1 (Accuracy), Clause 2 (Privacy) and Clause 6 (Children) of the Editors' Code of Practice in an article headlined "I left my husband and children", published on 3 November 2019.

2. The article, a magazine feature, was an anonymous first-person account from a woman who had left her husband and the family home to be with a new partner. She explained the basis for her decision and recounted incidents in the breakdown of her marriage and the subsequent period of separation and the effect on the couple's four children. For example, she said that the children were "not allowed" to see her new partner, and quoted a text exchange between the author and her ex-husband where she tried to arrange to see her children. She also said that various photographs of her and the children were not on the walls of the family home any more, which she said meant that she was "being wiped from their memory banks because I am not around to remind them I exist". Furthermore, she said that there was a "dreadful" episode during the summer, where "everyone was posting idyllic photos of happy family holidays on every single social media platform possible." Following on from this description, the article also included a quote attributed to her ex-husband: "You spent all your time working and when you weren't working, you were shagging someone else, neglecting the children". The article did not name the children or her ex-husband.

3. The complainant was the ex-husband of the woman who had written the article and had the consent of his two older children, who are adults, to complain on their behalf. He said that the article represented an intrusion into his and all four children's privacy in breach of Clause 2, and in relation to his two younger children, also breached Clause 6. He said that despite the article purportedly being an anonymous account, his family had been identified as the subject of the article by those known to them. He said that the unusual circumstances of his family and their living arrangements meant that the publication of this information identified the family. He said that the fact that details relating to him and his children had been changed was not sufficient to prevent the family's identification. He said that the article contained private information about the breakdown of his marriage and the subsequent separation, and its publication without his consent caused him and his children distress. However, he said that the youngest child, who was under 16, was unaware of the existence of the article. He said that the fact he had previously taken part in articles and books with his wife relating to their family life did not mean that he and his children had no reasonable expectation of privacy over the details of the breakdown of the marriage.

4. The complainant also said that the article contained a number of inaccuracies. He said that the author's claim that the children were not allowed to see her new partner implied that he had stopped them from meeting him; in fact, the children did not wish to see the



new partner. He also said that the text exchange quoted did not occur. He said that although wedding photographs had been removed, numerous images of his ex-wife remained around the house and so it was inaccurate to claim that she was being “erased” from their children’s life; furthermore, his ex-wife still saw their children frequently. He said that over the summer, when his ex-wife claimed she felt “dreadful”, she took the children on several holidays. The complainant also said that the article contained various inaccuracies about the family circumstances, and that the quote attributed to him where he accused his ex-wife of neglect was fabricated. He also said that he was not contacted prior to publication.

5. The publication said that the author was entitled to tell her story and had a right to freedom of expression on a personal and emotive subject; doing so in this instance did not represent an intrusion into the complainant or his family’s privacy. It did not accept that the family were identifiable because it had changed various details relating to the children and the complainant. It said that only relatives and family with prior knowledge of the marital breakdown might possibly identify the family, and it was always open to the complainant to deny the account. In relation to Clause 6 specifically, it said that the complainant had accepted that his youngest child, the only child who was under 16, was unaware of the existence of the article. Furthermore, it said that the complainant had already consented to a large amount of material about his marriage and family being published. It provided a selection of columns written by the complainant and his ex-wife in 2007, which frequently identified the whole family and reported on the state of their relationship. It also referred to other material put into the public domain by the family which focussed on their family life and travels.

6. The publication said that the article was not a straightforward news article; it was clearly a first-person narrative of a contentious and acrimonious divorce. It was not presented as fact, but as a personal recollection of events, and noted that the article was anonymous and did not make any claims attributable to an identifiable person. It said that some inaccuracies were intentional and put in place to avoid the identification of the family: for example, the parts of the complaint which related to descriptions of the complainant and the children. Others were differences of recollection and interpretation of events surrounding the relationship. It said that the author was entitled to express herself and to tell her story from her own unique perspective. For example, it said that it was the writer’s understanding that the children are not allowed to see her new partner. In relation to the quoted texts and conversations, these were the writer’s personal recollections from stressful and turbulent times; it was natural that there would be a dispute over what was said. Nevertheless, the publication offered to publish a clarification putting the complainant’s position on the claims on record.

#### 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.

#### 8. 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 intrusions 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.

#### 9. Clause 6 (Children)\*

i) All pupils should be free to complete their time at school without unnecessary intrusion.

ii) They must not be approached or photographed at school without permission of the school authorities.

iii) Children under 16 must not be interviewed or photographed on issues involving their own or another child's welfare unless a custodial parent or similarly responsible adult consents.

iv) Children under 16 must not be paid for material involving their welfare, nor parents or guardians for material about their children or wards, unless it is clearly in the child's interest.

\*The Public Interest

2. There is a public interest in freedom of expression itself

#### Findings of the Committee

10. There is a public interest in freedom of expression itself. In this case, the journalist had a right to discuss and publish her experience of the breakdown of her relationship and

subsequent separation. However, exercising this right to freedom of expression may conflict with the rights of other individuals. Editors must carefully balance these rights in order to comply with the Code.

11. The article gave details of the breakdown of the complainant's marriage, the subsequent divorce, and the visiting arrangements between the complainant's ex-wife and their children. These were sensitive details concerning their private and family lives about which a person generally has a reasonable expectation of privacy; as such, Clause 2 was engaged. In addition, two of the children referred to in the article were under 18 and still at school. The terms of Clause 6 were therefore also engaged.

12. The Committee considered first whether the article had intruded into the private lives of the complainant and his adult children under the terms of Clause 2, and whether any such intrusion was justified in the public interest.

13. As previously noted, the article had discussed information about which the complainant and his adult children had a reasonable expectation of privacy. However, the newspaper had taken steps before publication to limit the extent of the intrusion. The article was an anonymous account and omitted some information which had the potential to identify the family, such as their general location. Indeed, inaccuracies had been introduced in order to further reduce the prospect that the family might be identified by those people who were already aware of some of the details of the separation and divorce.

14. The Committee then considered whether the limited intrusion which would result from the family being identified by those who were already aware of their circumstances was justified in the public interest, taking into account the public interest in freedom of expression and the full circumstances. In this instance, the information was published in the context of the author reporting on her own experiences of the turbulent breakdown of her relationship, and as part of a wider discussion on the position of mothers, like herself, who had left the family home following a separation. In these circumstances, the Committee concluded that the limited intrusion into the privacy of the complainant and his two older children was proportionate to the public interest served by the author exercising her right to freedom of expression about these issues. There was no breach of Clause 2 in relation to the complainant and his two adult children.

15. The Committee noted that the author of the article shared parental responsibility for the two younger children. As the information which related to them had been published with the consent of their mother on their behalf, there was no breach of Clause 2 or Clause 6 in relation to them.

16. In relation to the complaint under Clause 1, the Committee reiterated that the author had the right to publish her version of events, and the article was clearly framed as her own personal account of a contentious and upsetting divorce. The claims about the complainant's behaviour, such as the contents of texts or remembered conversations, represented her own subjective recollections which were unlikely to be readily verifiable. Furthermore, although the complainant disputed his ex-partner's claims that she was being "erased" from the family; that she had found the summer holidays "dreadful"; and

that the children were not allowed to see her new partner, the claims were clearly identified as his ex-partner's position, and were presented as such.

17. The complainant had expressed concern that he was not contacted before publication. The Editors' Code does not contain a requirement that subjects of articles must be contacted prior to publication, although a failure to do so may result in a failure to take care over the accuracy of an article. In this case, the article was clearly presented as a personal account, and no serious allegations were made about the complainant's conduct. Furthermore, the complainant had not been named in the article and steps had been taken to reduce the prospect that he might be identified by those people who knew the family. In these circumstances, the Committee concluded that the newspaper's decision not to seek comment from the complainant did not constitute a failure to take care over the reporting of the claims. There was no breach of Clause 1(i).

18. The Committee then considered the complaint that the article was inaccurate. The Committee noted that the article was presented as the account of the author in circumstances where the complainant had not been named. The author had expressed a view on a number of matters relating to the separation with which the complainant did not agree, but these matters were distinguished as the comment of the author in compliance with the Code. To the extent that there was a dispute over the accuracy of the quotes attributed to the complainant in the article, the Committee did not consider that any inaccuracies were significant in the context of an article which would be understood by readers to be a one-sided account. In addition, the complainant did not dispute that the quotes attributed to him reflected his position that he did not prevent the author from seeing their children and the reasons for the breakdown of the relationship. There were no significant inaccuracies requiring correction under the terms of Clause 1(ii)

#### Conclusions

19. The complaint was not upheld.

#### Remedial Action Required

20. N/A

## Appendix C

### Decision of the Complaints Committee 05294-19 Stainer v Folkestone Herald Summary of Complaint

1. Michael Stainer complained to the Independent Press Standards Organisation that the Folkestone Herald breached Clause 1 (Accuracy) of the Editors' Code of Practice in an article headlined "Ex Grand director in dock over emails", published on 18 July 2019.

2. The article reported on the complainant's court appearance after he had been "accused of knowingly sending 'false information' about one of the building's residents". It said that he had confirmed his name, address and age, denied his charge, and that his next court date had been set.

3. The article also appeared online on kentlive.news headlined "Former director of The Grand in Folkestone accused of sending 'false information' about resident" on 11 July 2019. This version of the article was substantially the same as the print article.

4. The complainant said that the article was inaccurate in breach of Clause 1 because the headline had suggested that a third party, such as the police or Crown Prosecution Service, had "accused" him, when actually it was the alleged victim who had privately brought the case. He said that at the court appearance reported on, the magistrates had asked the CPS to review the case. He also said that it was inaccurate to say that he had been "charged" when it was a summons. He contacted the publication directly about his complaint. While this correspondence was ongoing, the CPS had discontinued the case against him due to lack of evidence, and the person who had brought the case had been ordered to pay the costs.

5. As a gesture of goodwill, during direct correspondence, the online version of the article was amended as follows:

"The prosecution was brought by [named third party]."

"Defending, Tom Flavin said: 'There's an obligation on [named third party] and CPS to review any prosecution to see if they should take over prosecution if they can and whether they should or not. 'I believe in this case, there has been limited communication with the police and none with the CPS as yet.' The court heard the CPS must indicate if they intend to take over the matter by August 5. If they do, he will next appear at Canterbury Crown Court on August 7 and has been released on unconditional bail until then."

6. During direct correspondence, the following clarification was published in the Folkestone Herald as a gesture of goodwill:

"Clarification: Michael Stainer

IN the July 18 edition of the Herald we reported Michael Stainer, the former director of The Grand in Folkestone, appeared in court on July 10 accused of knowingly sending “false information” about one of its residents, [named third party]. We have been asked to point out this was in fact a private prosecution brought by [named third party]. The case was passed to the CPS and, following a review of the case, it was discontinued because there was insufficient evidence for a prosecution. We are happy to clarify this matter and apologise for any confusion.”

7. The complainant said that the online changes and the clarification had not resolved his complaint as they had not stated that the person who had brought the prosecution had been ordered to pay all the costs, nor had the clarification included a photograph of that person, when the original article had included a photograph of him. He also said that the online article was still inaccurate as it referred to him as being “charged” when a person can only be “charged” by the CPS.

8. The publication did not accept that there had been a breach of Clause 1. It said that there was no substantial difference between a public and a private prosecution, and even if a charge was dropped it would result in a “not guilty” verdict. It also said that a person could still be described as “charged” when a prosecution was brought privately; it provided the complainant’s charge sheet as evidence of this. It also said that Clause 1(ii) did not apply; the online article had been amended in goodwill and the complainant had agreed that the amendments had resolved his complaint. However, as a gesture of goodwill, the publication offered to publish the following wording at the top of the online article:

We are happy to clarify that this case was passed to the CPS and, following a review of the case, it was discontinued because there was insufficient evidence for a prosecution.

#### Relevant Code Provisions

##### 9. 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

10. The Committee considered the differences between a private and a public prosecution. In this instance, the article had been misleading by failing to make clear that this was a private prosecution as opposed to a prosecution which had been brought in the name of the state following an evaluation of the evidence by the Crown Prosecution Service. The use of the term “charged” in the report, without making it clear that it was a private prosecution was also misleading in circumstances where the prosecution had not been brought by the state. The newspaper had failed to take care not to publish misleading information in breach of Clause 1(i) and, given its significance, a correction was required in order to avoid a breach of Clause 1(ii).

11. The print correction which had been published, had made clear that the case was a private prosecution. The newspaper had also amended the online article to make it clear that this was a private prosecution, and it had offered to publish a corrective footnote which stated that the case had been passed to the CPS, and had been discontinued due to lack of evidence. The print and online corrections had not specifically addressed the complainant’s concern that the article had inaccurately stated that he had been “charged”. Nevertheless, the Committee considered that the correction and the amendments were sufficient to make it clear that that the prosecution had not been brought by the state.

12. The print correction had been published with due prominence as it had appeared on page 2 in the regular corrections column (the original article had appeared on page 14). The Committee considered that the offer to publish the corrective update at the top of the online article represented a suitably prominent position and the publication of an accompanying photograph was not required. There was no breach of Clause 1(ii).

13. After the CPS discontinued the case against the complainant, he contacted the publication notifying it of the position. As such, the publication had an obligation to report on the development so as to avoid a breach under Clause 1(ii). The Committee was satisfied that the correction published in the print article put the latest position on record and no further update was required. However, the online article needed to be updated in order to reflect that the complainant’s case had been discontinued. The wording offered by the publication was sufficient and information relating to the costs position did not need to be included. This should now be published to avoid a breach of Clause 1(ii). There was no breach of Clause 1 on this point.

#### Conclusions

14. The complaint was upheld under Clause 1(i).

#### Remedial Action Required

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

16. The correction published in print by the publication had identified the misleading information which had been published and had set out the correct position. It was offered promptly and with due prominence and no further action was required. The correction,

which the newspaper had offered to publish online, also put the correct position on record and was offered promptly and with due prominence, and should now be published.



## Appendix D

Paper No.	File Number	Name v Publication
1828	08369-19	Miller v The Sunday Times
1845		Request for review
1847	06492-19	Kruft v express.co.uk
1850		Request for review

## Appendix E

Decision of the Complaints Committee 07416-19 Englefield Estate v readingchronicle.co.uk

### Summary of Complaint

1. Englefield Estate complained to the Independent Press Standards Organisation that readingchronicle.co.uk breached Clause 1 (Accuracy) of the Editors' Code of Practice in an article headlined "ANCIENT woodland will be chopped down for 100 new homes", published on 11 September 2019, and in an article headlined "Housing developer defends decision to chop down ancient woodland", published on 13 September 2019.

2. The first article reported on a planning application for a new housing development to be built by the complainant. The article reported that as part of this development "ancient woodland will be chopped down for 100 new homes"; "some of those ancient trees will be chopped down"; that "[t]he trees will be chopped down to make way for a footpath and cycle path"; and that the houses would be built "on Burghfield Common". It also reported that the principal planning officer, in a report to the planning committee, had said "It is clear that this application, if approved, [will cause] some degree of harm to the local area. This visual harm is outweighed, however, by the need for additional housing".

3. The second article reported that the complainant had "defended plans to remove ancient woodland for a new housing development", and included a statement made by a spokesperson for the complainant who said: "Although there may be a requirement for a small number of shrubs and low lying bushes to be removed to accommodate the path, no trees are proposed for removal and no overall impact on the ancient woodland is anticipated". This article said, variously, that ancient woodland would "chopp[ed] down", "remove[d] and "felled". It referred to the houses being built "at Burghfield Common".

4. The complainant said that the first article was inaccurate in breach of Clause 1; the article said that "trees" would be cut down, whereas the planning application made clear that no trees would be cut down, and that some small shrubs and bushes may be removed to clear a pathway. The complainant also said that the headline "ancient woodland will be chopped down for 100 new homes" gave the impression that ancient woodland would be removed so that 100 homes could be built, rather than some woodland being removed to make way for a small footpath.

5. The complainant also said that the first article was inaccurate as it reported that the houses were going to be built "on Burghfield Common" which is protected common land, as opposed to in Burghfield Common, being the name of the village where the building would in fact take place.

6. The complainant also said that the selection of the statement made by the principal planning officer had been taken out of context. The quote was from a section of the report

which detailed visual impacts, whereas the article made it seem that the “harm” to which the planning officer referred was ecological harm.

7. The complainant said the second article was also inaccurate, as it still referenced woodland being “felled” which the complainant said could only refer to trees, when no trees would be affected. The complainant did not consider that the impression given by this misleading term was remedied by the inclusion of the statement from their spokesman who had confirmed that there were no proposals to remove any trees and that only a small number of shrubs and low lying bushes were to be removed to accommodate the footpath.

8. The publication did not accept that the Code had been breached. The publication acknowledged that the first article had used the word “trees” instead of woodland, but said that this was not significantly misleading. The reference was amended the day after the complainant made direct contact with the publication and the position was also made clear in the second article by the inclusion of the statement made by the complainant’s spokesperson, and in a third article which was not under complaint. The first article had also been amended to include the following footnote:

Article edited on September 13 at 12:17 to include statement from Englefield Estate and change 'trees' to 'woodland'.

9. The publication did not accept that reporting in the first article that “ancient woodland would be chopped down for 100 new homes” was inaccurate as the official planning documents referred to “woodland” being removed. In addition, it was not contested that the woodland was going to be removed because of the building of the new homes, even if the actual removal was due to a pathway rather than the homes themselves. The article made clear that the woodland would be cleared to allow easy access, not for the houses themselves and reported that the removal was to “make way for a footpath and cycle path”.

10. The publication also did not accept it had breached Clause 1 by referring to the houses being built “on” as opposed to “in” or “at” Burghfield Common in the first article. The first article gave the exact location of the proposed building as “north of Dauntless Road and south of Pondhouse Farm.” The publication did, however, offer to clarify that the original article was referring to the village.

11. The publication did not accept that the way it had represented the quotes from the planning documents was misleading in the first article. It noted that the report was on a wide variety of impacts, not just ecological, and that the full quote had referred to “visual harm”.

12. The publication also did not accept that the second article breached of Clause 1. It said that the word “felled” was appropriate when referring to the removal of woodland. Furthermore, the article included the complainant’s position that no trees were to be

removed. Nevertheless, it offered to replace the word “felled” with “removed” as a gesture of goodwill.

13. Prior to IPSO starting its investigation, the publication published a third article headlined: “Developer: We won’t cut down ancient trees for new housing development”. The newspaper said that this again put the complainant’s position on record that no trees would be cut down.

14. During IPSO’s investigation the publication published the following correction as a footnote to the first article:

The original version of this article said that “ancient trees” would be chopped down in order for the housing development to be built. However, in fact no trees are planned to be felled during the development process, instead several low lying shrubs and bushes are planned for removal. We have also included a statement from Englefield Estate.

The complainant said this would not resolve their complaint.

#### Relevant Code Provisions

15. 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

16. The official planning documents had said that “woodland” would be removed to make way for the new development, and the term related to the removal of shrubs and low lying bushes, not to trees. The first article was, therefore, inaccurate in reporting that “ancient trees will be chopped down”. As a consequence of this inaccuracy, the headline reference to “ancient woodland” to be “chopped down” could also be understood to include ancient trees.

17. The newspaper had also reported that the proposed housing would be built “on Burghfield Common”, a protected area, rather than “at” or “in” Burghfield Common, the

village. In addition, it had quoted comments which had been made by the principal planning officer that the housing would cause “some degree of harm to the local area”. The Committee noted that the location of the proposed housing was provided in the article by reference to a named road and a farm and that the quotation, in the next paragraph of the article, referred to “visual harm”. However, taken as a whole, the information in the article regarding the location of the proposed housing and the potential harm which would be caused to the local area was misleading as it compounded the inaccuracy that ancient trees were to be chopped down, as reported earlier in the article.

18. The Committee considered that the newspaper had failed to take care over the accuracy of the first article in breach of Clause 1(i). It had reported that ancient trees were to be removed which was significantly inaccurate. This required correction under the terms of Clause 1(ii).

19. On receipt of the complaint, in order to correct the inaccuracy, the publication had promptly changed the term “trees” to “woodland” in the first online article; had added a statement from the complainant; and had added a footnote which explained the revisions which had been made. In addition, it had published a second article, which put the complainant’s position on record that “no trees are proposed for removal”, and which stated that the proposed development would be “at Burghfield Common”. Two days after the complainant contacted IPSO, a third article was published, which said that no trees would be cut down for the development.

20. The Committee did not consider that the wording of the initial footnote had clearly identified the inaccuracy being corrected, and the follow-up articles did not constitute corrections under the terms of the Code. However, the Committee recognised that the newspaper had taken steps to promptly address the complaint, and the footnote, as amended, had identified the inaccuracy. Taken together, the steps taken by the newspaper to correct the inaccuracy were sufficient to meet the terms of Clause 1(ii).

21. The Committee next considered the complaint about the claim in the second article that “[ancient woodland] will be felled”. While the Committee acknowledged that the adjective “felled” is often used when referring to trees, it noted that the article, elsewhere, reported that the woodland would be chopped down or removed and that the article also confirmed that “no trees are proposed for removal”. Considering the article as a whole, the Committee concluded the single reference to “felled” was not significantly misleading. There was no further breach of Clause 1.

### Conclusions

22. The complaint was upheld under Clause 1(i).

### Remedial Action Required

23. The newspaper had published a correction, which identified the inaccuracy and set the record straight. No further action was required.

