



1. Apologies for Absence

There were no apologies received.

2. Declarations of Interest

Declarations of interest were received from Peter Wright and Andrew Pettie for items 7 and 8, and they left the meeting for these items.

3. Minutes of the Previous Meeting

The Committee approved the minutes of the meeting held on 2 September.

4. Matters arising

There were no matters arising.

5. Update by the Chairman – oral

The Chairman welcomed Jonathan Grun and Brendan Mcginty as observers to the meeting.

He finished by congratulating, Vikki Julian, Michelle Kuhler and Tonia Milton on their recent promotions.

6. Complaints update by Head of Complaints

The Head of Complaints updated the Complaints Committee on the recent work of the complaints team.

7. Complaint 10893-20 Centre for Media Monitoring v Mail Online

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

8. Complaint 10911-20 Centre for Media Monitoring v The Daily Telegraph

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

9. Complaint 10508-20 A man v Central Fife Times

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

10. Complaint 05823-20 A woman v Halifax Courier

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

11. Complaint 01444-20/28167-20 Ammann / Korsanthiah v The Times

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

12. Complaint 01701-20 Bythell v Sunday Mail

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

13. Complaints not adjudicated at a Complaints Committee meeting

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

14. Any other business

There were no other business.

15. Date of next meeting

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

The meeting ended 1.16pm

## Appendix A

### Decision of the Complaints Committee 10893-20 The Centre for Media Monitoring v Mail Online

#### Summary of complaint

1. The Centre for Media Monitoring complained to the Independent Press Standards Organisation that Mail Online breached Clause 1 (Accuracy) of the Editors' Code of Practice in an article headlined "Pakistan was the origin for HALF of Britain's imported coronavirus cases - amid calls for tougher quarantine checks from 'high-risk' countries" published on 27 June 2020.
2. The article reported that "There are calls for tougher quarantine checks on arrivals from 'high-risk' countries as it emerges half of Britain's imported coronavirus cases originate from Pakistan" and stated that "Half the incidents of imported infections are understood to have come from Pakistan since June 4 as data from Public Health England showed 30 cases".
3. The complainant said the headline claim – "Pakistan was the origin for HALF of Britain's imported coronavirus cases" – was misleading as it gave the false impression that half of all the UK's imported Covid-19 cases originated in Pakistan during the period of the pandemic as a whole. This was not the case, as far more Covid-19 cases originated in other countries over this period, particularly in Europe. The complainant acknowledged that the body of the article explained that the headline figure related to the period since the 4 June – which the complainant accepted was an accurate representation of statistics released by Public Health England – but did not consider that this mitigated the inaccurate and misleading impression given by the headline. The complainant also expressed a concern that the article was racist in singling out Pakistan and blaming Pakistanis for importing the virus.
4. The publication did not accept it had breached the Code. It said that the second paragraph made clear that the number of imported cases of Covid-19 originating from Pakistan, referenced in the headline, related to the month of June. Further, given the fast-changing nature of the public health emergency, it said that readers would be aware that the headline claim referred to recent statistics. It strongly rejected allegations of racism.
5. The publication amended the headline four days after publication to make clear that it referred to the period of June. It also added the following footnote: "The headline to this article has been amended since publication to make clear that the number of imported cases of Covid-19 from Pakistan into Britain related to the month of June". Even though it did not consider that the headline constituted a significant inaccuracy, the publication said that in any event the correction made was sufficiently prompt and prominent within the meaning of Clause 1(ii).
6. The complainant considered that the correction made was inadequate. He said it should have also made clear that the specific figures came from the period 4 to 27 of June rather than June as a whole; that the 30 cases imported from Pakistan were small compared to total cases in the UK during this period; and that the majority of imported cases over the period of the pandemic as a whole came from countries other than Pakistan. Finally, he said the correction should have also apologised for the original article having been racist.

### **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.

### **Findings of the Committee**

8. The terms of Clause 1 (Accuracy) of the Code are explicit in their requirement that headline statements should be supported by the text of the article. The Committee emphasised that this should not be interpreted to mean that the body of the article can be relied upon to correct an actively misleading impression given by a headline.

9. In this instance, because no reference to the limited time frame to which the statistic related had been included, the headline gave the strong and misleading impression that half of all Britain's imported coronavirus cases for the pandemic as a whole had originated in Pakistan. This was compounded by the opening sentence of the article, which repeated the statement. While the article went on to note that "[h]alf the incidents of imported infections are understood to have come from Pakistan since June 4", this was not sufficient to rectify the misleading impression already given or to clarify to readers that the headline claim related only to this period. The publication of the headline amounted to a clear failure by the newspaper to take care not to publish misleading or distorted information, raising a breach of Clause 1(i). This was significant and required correction under Clause 1(ii) of the Editors' Code.

10. The headline of the article had been amended 4 days after the publication to state that "Half of Britain's imported Coronavirus cases reported in June came from Pakistan"; a subheadline had been added, informing readers that "Data shows 30 of the UK's roughly 60 imported coronavirus cases since June 4 came on flights from Pakistan"; and a footnote had been appended to the piece recording the alterations. These amendments and the publication of the footnote, which clarified the position appropriately, had been made promptly and with sufficient prominence to satisfy the requirements of Clause 1(ii). There was, therefore, no further breach of Clause 1.

11. The complainant's allegation of racism against the newspaper fell outside the parameters of Clause 1 (Accuracy) of the Code. The Committee made no ruling on this point.

### **Conclusions**

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

### **Remedial Action Required**

13. The newspaper had published a correction, which identified the inaccuracy and put the correct position on record. No further action was required.

Date complaint received: 27/06/2020

Date decision issued: 26/11/2020

## Appendix B

### Decision of the Complaints Committee 10911-20 The Centre for Media Monitoring v The Daily Telegraph

#### Summary of complaint

1. The Centre for Media Monitoring complained to the Independent Press Standards Organisation that the Daily Telegraph breached Clause 1 (Accuracy) of the Editors' Code of Practice in an article headlined "Pakistan singled out as the origin of half of Britain's imported virus cases", published on 26 June 2020.
2. The article reported that "half of Britain's imported coronavirus cases originate from Pakistan", a country which was "reporting 4,000 Covid-19 cases a day and has seen a new spike in the disease". It stated that "data from Public Health England showed 30 cases of coronavirus in people who have travelled from Pakistan since June 4, which is understood to represent half of the incidents of imported infection". This information was also contained a 'box-out' within the article. The article's first paragraph mentioned that "more than 65,000 people have travelled to Britain on 190 flights since March 1 from Pakistan".
3. The article also appeared online in substantially the same form, although without the 'box out' and with the headline "Exclusive: Half of UK's imported Covid19 infections are from Pakistan." This headline was shared on the publication's Twitter page, with a link to the online article.
4. The complainant said that the claim that "Half of Britain's imported coronavirus cases originate from Pakistan" was misleading. It said it gave the impression that half of all the UK's imported Covid-19 cases originated in Pakistan during the period of the pandemic as a whole. It said this was not the case as far more Covid-19 cases originated in other countries over this period, particularly in Europe. The complainant accepted that the bodies of both articles made clear that the headline figure related to the period since the 4 June – which it agreed was an accurate representation of statistics released by Public Health England – but did not consider that this mitigated the inaccurate and misleading impression given by the headlines. It also considered the tweet, which contained only the headline claim, was incorrect, as it contained no reference to the timeframe to which the statistic related. Finally, it expressed a concern that the article was racist in singling out Pakistan and blaming Pakistanis for public health situation.
5. The publication did not accept that it had breached the Code. While it accepted that the online headline was potentially misleading, it said that readers would be aware that the reference to "half of UK's imported infections" would have referred to a specific time period, and that the article as a whole made clear this was the period since 4 June. Nevertheless, it said that the online article had been amended to make this clearer and, 3 days into IPSO's investigation, it offered to publish the following wording as a footnote to the amended online article:  
  
*"CORRECTION: This article is based on PHE data relating to individuals who have travelled to the UK from Pakistan between June 4 and the article's publication date: it does not cover the entire period of the pandemic, as readers may have inferred from its original headline and text wording, now amended."*

6. The publication considered that the claim in the print article, that “Pakistan [was] the origin of half of Britain’s imported virus cases” was similarly clarified by the text of the article, especially in light of the prominent ‘box out’ that contained the PHE figures the headline intended to refer to. 3 days into IPSO’s investigation, the publication offered to publish the following correction in print on page 2, in its regular “Corrections and Clarifications” column.

#### *Imported Covid-19 cases*

*Our 27 June article, "Pakistan singled out as the origin of half of Britain’s imported virus cases", was based on PHE data relating to individuals who have travelled to the UK from Pakistan between June 4 and the article's publication date; it did not cover the entire period of the pandemic, as readers may have inferred.*

7. The publication stated that the tweet could not be read in isolation and was clarified by the online article to which it linked. 36 days into IPSO investigation it offered to publish a new tweet linking to the amended online article (once the proposed footnote was added), with the wording: "CORRECTION: Article amended with explanatory footnote".

8. The complainant considered that the corrections offered were inadequate, as they were not sufficiently prominent, and did not acknowledge or apologise for alleged racism towards the Pakistani people.

#### **Relevant Clause 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.

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

10. The terms of Clause 1 (Accuracy) of the Code are explicit in their requirement that headline statements should be supported by the text of the article. The Committee emphasised that this should not be interpreted to mean that the body of the article can be relied upon to correct an actively misleading impression given by a headline. Neither can the body of an article be relied upon to correct a misleading impression given by a tweet linking to it.

11. In this instance, because no reference to the limited time frame to which the statistic related had been included, both headlines gave the strong and misleading impression that half of all Britain’s imported coronavirus cases had originated in Pakistan. This was compounded by the opening sentences of the articles, which repeated the statement. While the article did subsequently state that there had been “30 cases of coronavirus in people who have travelled from Pakistan since June 4, which is understood to represent half of the incidents of imported infection”, this was not sufficient to rectify the misleading impression already given or to clarify to readers that the headline claim related only to this period. The publication of the headlines amounted to a clear failure by the newspaper to take care not to publish misleading or distorted information, raising a breach of Clause 1(i). These inaccuracies were significant and required correction under Clause 1(ii) of the Editors’ Code of Practice.

12. The headline of the online article had been amended before IPSO's investigation to refer only to the month of June. At the beginning of IPSO's investigation, the publication had offered to correct both online and print articles. The corrections offered identified the misleading claim and the correct position. They were offered promptly and with due prominence, especially given the earlier amendment of the online article's headline. There was no breach of 1(ii) in respect of the online and print articles.

13. The tweet used the same wording as the headline of the online article and was therefore misleading. As the text of the online article did not clarify the online headline, it did not clarify the tweet which linked to it. The publication of the tweet represented a failure to take care not to publish misleading or distorted information, in breach of Clause 1(i). The tweet was significantly misleading and required correction under the terms of Clause 1(ii).

14. The publication had offered to tweet a link to the amended version of the article, with the tweet stating "CORRECTION: Article amended with explanatory footnote". However, as the tweet itself was significantly misleading, simply tweeting a link to a correction published elsewhere did not meet the requirements of due prominence. There was a breach of Clause 1(ii) in respect of the tweet.

15. The complainant's allegation of racism against the newspaper fell outside the parameters of Clause 1 (Accuracy) of the Code. The Committee made no ruling on this point.

### **Conclusions**

16. The complaint was partially upheld under Clause 1.

### **Remedial action required**

17. With regards to the articles, the corrections proposed by the publication were sufficient to address the requirements of Clause 1(ii) for the reasons set out above and should now be published. With regards to the tweet, there was a breach of Clause 1(ii) for the reasons set out above. 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. The Committee considered that the corrections offered in relation to both articles were sufficient to meet the requirements of Clause 1(ii). The publication had also shown a willingness to correct the tweet. In light of these considerations, the Committee concluded that a correction was the appropriate remedy.

19. In these circumstances, the appropriate remedy was that the publication publish a tweet making clear the respect in which the Committee had found the original tweet to be misleading, and setting out the correct position. This should be published on the same Twitter account as the original tweet, and remain on the publication's Twitter feed indefinitely. The wording should state that the tweet was being published following a decision by the Independent Press Standards Organisation, and should be agreed by IPSO in advance.

Date complaint received: 27/06/2020

Date decision issued: 26/11/2020



---

## Appendix C

### Decision of the Complaints Committee 10508-20 A man v Central Fife Times & Advertiser

#### Summary of complaint

1. A man complained to the Independent Press Standards Organisation that the Central Fife Times & Advertiser breached Clause 1 (Accuracy) and Clause 14 (Confidential sources) of the Editors' Code of Practice in an article headlined "Noise from dairy is so bad it's putting my marriage under strain" published on 18 June 2020.
2. The article reported on an ongoing dispute between a dairy farm and its neighbours over noise issues. It reported comments from two neighbours of the farm who spoke of the disruption caused by noise from the dairy, and how they had raised their concerns with the local council which had served noise abatement orders. The article included a response from the managing director of the dairy who refuted the complaints and said that there were in fact no abatement orders and that the site operates within planning controls. As well as the neighbours who were quoted, the article named another neighbour and reported that he had contacted the council about "simply ridiculous" noise levels.
3. The complainant was the neighbour who was named as having contacted the council about the "simply ridiculous" noise levels. He said that he had been identified in connection with his concerns about the dairy, despite having reached an agreement with a different reporter that he would be quoted anonymously in relation to these concerns. He said that naming him in the article therefore, breached Clause 14. He said that he had copied in the newspaper to an email which he had sent to the Council in early April, in which he raised concerns about the dairy farm. Following this email, he had a long phone conversation with a reporter from the newspaper in preparation of an article. He said that in this phone call, he explained that he wished to be anonymous in relation to these concerns, because he was concerned about reprisals from the dairy farm. As such, he was not named in the article published in late April.
4. He said that when his neighbour contacted him in early June to ask if he could provide some background information about his concerns for a new article, he sent an email to the same reporter on 2 June and explained that he "Won't provide name as [the dairy] makes threats". He said that because this original reporter was on leave and the new article was being written by a different reporter, his neighbour called the newspaper offices several times to ensure that this email had been forwarded to the new reporter. He said that the neighbour then also asked prior to publication that this email be withdrawn and that no information provided by the complainant be included in the article. He said that the person who answered the calls at the newspaper assured the neighbour that this would happen. He said that therefore, he was very distressed to see his name appear in the article in relation to his concerns about noise levels at the dairy when this was contrary to the agreement he made in April, the request made in his email of 2 June, and the assurances given to his neighbour by the newspaper when he called prior to publication.

He said that the original reporter had acknowledged that there was an agreement in April that he would be a confidential source in relation to this information because after the article under complaint was published, he contacted him via Facebook messenger to say:

"[Complainant], [original reporter] here, I am due you an apology. Before I went on holiday I forgot to tell [new reporter] to ensure that he did not mention your name in any story on [the dairy] and treat it in the same way we way we did the right-away article some weeks ago. I found out yesterday that your name had been included in the story published on Wednesday."

5. The complainant also said that the article breached Clause 1. He said that the quote attributed to him had been taken from an email he sent to the council and the newspaper in May and referred to a different concern relating to noise issues at the dairy. He said that these concerns had been resolved, and so it was misleading to include this quote in the context of separate noise concerns. He also said that it was inaccurate to report the managing director's quote saying that there were no abatement orders against the dairy. He said that there was at least one official council nuisance abatement still in place, and four council noise abatement notices which had been issued in the last year. He provided a copy of abatement orders which he said were still active. He also said that there was an ongoing planning enforcement case and numerous other planning enforcement investigations carried out against the dairy in the last year.

6. The newspaper sincerely apologised for the distress caused to the complainant. It said that the inclusion of the complainant's name in the article was a mistake. It said that the reporter who had agreed in April that the complainant would not be named in relation to his concerns about the dairy farm was on leave at the time the article had been published, and had not told the new reporter who wrote the article under complaint about this agreement. It said that in his handover note to the new reporter, the original reporter only passed over the complainant's emails to the council from May, which was where the quote attributed to the complainant originated from. He did not pass over the email from 2 June, nor did the person from the newspaper who answered the phone to the complainant's neighbour prior to publication. It said that this was an honest mistake, and there had been communication difficulties whilst the newspaper staff had been forced to work remotely. It said that if the new reporter had been aware that the complainant had previously expressed a wish to be anonymous, he would have made sure that he was not named in the article. Although the newspaper accepted that it should not have named the complainant, it noted that the concern attributed to the complainant in the article was not confidential information about him, and provided examples of where the complainant had objected publicly on the council's website to the dairy farm and its operations. It said that therefore, the complainant's dissatisfaction with the farm was already in the public domain at the time of publication. It also noted that the complainant's email to the council of 13 May was copied to the newspaper's newsdesk, a different councillor, and contacts at a different newspaper and a TV station.

7. The newspaper did not accept it was inaccurate to report that the complainant had contacted the council about the "simply ridiculous" noise levels from the dairy – it was not in dispute he had done this, as demonstrated by the emails sent to the council and the newspaper in May. It said that the article did not make claims that this contact was in relation to ongoing issues or those raised by the complainant's neighbour but noted that it was clear from correspondence that the complainant had ongoing issues with noise from the dairy.

In relation to whether there were abatement orders against the dairy, the newspaper said that the quote from the managing director was included as a right of reply to the complainant's neighbour's claims that several noise abatement orders had been served on the dairy. It said that this response had been provided at a late stage, and it simply was not possible or practical to fact check each claim made in a quote prior to publication. However, it said that it had proceeded to publish a follow up article which disputed the position of the managing director, and so it considered that the correct position was on the record.

8. The newspaper said that it had sincerely apologised and tried to resolve the complainant's concerns as soon as it became aware of what had happened. It said that as well as the new reporter, the original reporter, and the group editor contacting the complainant individually to apologise, it had offered to print a full apology in the next edition of the newspaper when the complainant initially indicated that this was something he wanted. It said that it was a matter of regret that it had not been able to resolve the complainant's concerns.

### **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.

#### Clause 14 (Confidential sources)

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

### **Findings of the Committee**

10. The newspaper acknowledged that there had been an explicit agreement in writing between the complainant and the first reporter that the complainant would not be identified in relation to information he provided for publication. This agreement had been made in April when the first article was published, but still stood at the time the second article was published, as was reiterated by the complainant in his email of 2 June. Regardless of whether any of the information had been placed in the public domain by other means — which the complainant denied — in light of this confidentiality agreement, the complainant was a confidential source and the publication of the complainant's identity in connection with his comments constituted a clear breach of Clause 14.

11. The Committee commended the newspaper's swift response to the complaints and its attempts to resolve the matter prior to the complainant's contact with IPSO, but it was also mindful of the distress caused to the complainant as a result of his identification in the article. The Committee noted that the incident had exposed shortcomings in the publication's systems for handling staff absences, which in this instance had led to a significant breach of the Code.

12. The Committee also considered the remainder of the complaint, under Clause 1. In the view of the Committee, the article did not suggest that the complainant's comments related to a particular incident; rather it was clear that the complainant had voiced concerns about the noise at the dairy. As such, it was not misleading as to the complainant's position to include his quotation in an article reporting on a separate noise concern. There was no breach of Clause 1 on this point.

13. The claim that the dairy had not been served any abatement orders by the Council and had complied with all planning controls appeared in a quotation attributed to the dairy's managing director. The publication of the claim in this form, clearly attributed to its source, did not constitute a breach of Clause 1(i). Following publication, the complainant was able to show that this claim was inaccurate by providing copies of previous abatement notices served against the dairy. He said that at least one of these abatement orders was still active at the time the article was published. This demonstrated a significant inaccuracy on this point which required correction under the terms of Clause 1(ii). The newspaper had published a follow up story which acknowledged the dispute. However, this article did not identify the previous inaccuracy and so therefore did not constitute a correction under the terms of Clause 1(ii). As such, there was a breach of Clause 1(ii) on this point.

### **Conclusion**

14. The complaint was upheld.

### **Remedial action required**

15. The newspaper had breached Clause 14 and Clause 1(ii). The appropriate remedy for a breach of Clause 14 was the publication of an adjudication. Where the Committee had also found a breach of Clause 1(ii) which required remedy, it was proportionate to incorporate this further remedial action into the terms of the adjudication, as opposed to requiring a further standalone correction. The article was published on page 3. As such the adjudication should appear on page 3 or further forward. The headline should be agreed with IPSO in advance, but should reference the complaint's subject matter, that it has been required by IPSO following an upheld ruling, and appear in a font and size typical for that page.

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

Following an article published on 18 June 2020, a man complained to the Independent Press Standards Organisation that the Central Fife Times & Advertiser breached Clause 1 (Accuracy) and Clause 14 (Confidential sources) of the Editor's Code of Practice in an article headlined "'Noise from dairy is so bad it's putting my marriage under strain'".

The article reported on an ongoing dispute between a dairy farm and its neighbours over noise issues. As part of this, it named one neighbour and reported that he had contacted the council about "simply ridiculous" noise levels.

The complainant was the man named in the article as having complained to the council. He said that he had a prior agreement with the newspaper that he would not be named in relation to his concerns about the dairy farm. The publication accepted that there had been such an agreement and apologised for the distress caused to the complainant. It said that due to the disruption caused by coronavirus, the agreement that the complainant would be anonymous was not conveyed to the reporter who wrote the article.

IPSO found that the newspaper had identified the complainant in relation to information he had provided about his complaint against the dairy farm, contrary to the agreement made between him and the newspaper.

Where the complainant was a confidential source who the newspaper failed to protect, IPSO found that the article breached Clause 14.

The complainant also said that the article had reported the inaccurate claim that the dairy had not been served any abatement orders by the Council and had complied with all planning controls. Although this claim was accurately presented as a quote, the newspaper accepted that this claim was inaccurate. The newspaper did not offer to publish a correction in response to this significant inaccuracy.

For this reason, IPSO found that the article also breached Clause 1(ii).

Date complaint received: 18/06/2020

Date decision issued: 03/12/2020

## Appendix D

### Decision of the Complaints Committee 10508-20 A man v Central Fife Times & Advertiser

#### Summary of complaint

1. A man complained to the Independent Press Standards Organisation that the Central Fife Times & Advertiser breached Clause 1 (Accuracy) and Clause 14 (Confidential sources) of the Editors' Code of Practice in an article headlined "Noise from dairy is so bad it's putting my marriage under strain" published on 18 June 2020.
2. The article reported on an ongoing dispute between a dairy farm and its neighbours over noise issues. It reported comments from two neighbours of the farm who spoke of the disruption caused by noise from the dairy, and how they had raised their concerns with the local council which had served noise abatement orders. The article included a response from the managing director of the dairy who refuted the complaints and said that there were in fact no abatement orders and that the site operates within planning controls. As well as the neighbours who were quoted, the article named another neighbour and reported that he had contacted the council about "simply ridiculous" noise levels.
3. The complainant was the neighbour who was named as having contacted the council about the "simply ridiculous" noise levels. He said that he had been identified in connection with his concerns about the dairy, despite having reached an agreement with a different reporter that he would be quoted anonymously in relation to these concerns. He said that naming him in the article therefore, breached Clause 14. He said that he had copied in the newspaper to an email which he had sent to the Council in early April, in which he raised concerns about the dairy farm. Following this email, he had a long phone conversation with a reporter from the newspaper in preparation of an article. He said that in this phone call, he explained that he wished to be anonymous in relation to these concerns, because he was concerned about reprisals from the dairy farm. As such, he was not named in the article published in late April.
4. He said that when his neighbour contacted him in early June to ask if he could provide some background information about his concerns for a new article, he sent an email to the same reporter on 2 June and explained that he "Won't provide name as [the dairy] makes threats". He said that because this original reporter was on leave and the new article was being written by a different reporter, his neighbour called the newspaper offices several times to ensure that this email had been forwarded to the new reporter. He said that the neighbour then also asked prior to publication that this email be withdrawn and that no information provided by the complainant be included in the article. He said that the person who answered the calls at the newspaper assured the neighbour that this would happen. He said that therefore, he was very distressed to see his name appear in the article in relation to his concerns about noise levels at the dairy when this was contrary to the agreement he made in April, the request made in his email of 2 June, and the assurances given to his neighbour by the newspaper when he called prior to publication. He said that the original reporter had acknowledged that there was an agreement in April that he would be a confidential source in relation to this information because after the article under complaint was published, he contacted him via Facebook messenger to say:

"[Complainant], [original reporter] here, I am due you an apology. Before I went on holiday I forgot to tell [new reporter] to ensure that he did not mention your name in any story on [the dairy] and treat it in the same way we way we did the right-away article some weeks ago. I found out yesterday that your name had been included in the story published on Wednesday."

5. The complainant also said that the article breached Clause 1. He said that the quote attributed to him had been taken from an email he sent to the council and the newspaper in May and referred to a different concern relating to noise issues at the dairy. He said that these concerns had been resolved, and so it was misleading to include this quote in the context of separate noise concerns. He also said that it was inaccurate to report the managing director's quote saying that there were no abatement orders against the dairy. He said that there was at least one official council nuisance abatement still in place, and four council noise abatement notices which had been issued in the last year. He provided a copy of abatement orders which he said were still active. He also said that there was an ongoing planning enforcement case and numerous other planning enforcement investigations carried out against the dairy in the last year.

6. The newspaper sincerely apologised for the distress caused to the complainant. It said that the inclusion of the complainant's name in the article was a mistake. It said that the reporter who had agreed in April that the complainant would not be named in relation to his concerns about the dairy farm was on leave at the time the article had been published, and had not told the new reporter who wrote the article under complaint about this agreement. It said that in his handover note to the new reporter, the original reporter only passed over the complainant's emails to the council from May, which was where the quote attributed to the complainant originated from. He did not pass over the email from 2 June, nor did the person from the newspaper who answered the phone to the complainant's neighbour prior to publication. It said that this was an honest mistake, and there had been communication difficulties whilst the newspaper staff had been forced to work remotely. It said that if the new reporter had been aware that the complainant had previously expressed a wish to be anonymous, he would have made sure that he was not named in the article. Although the newspaper accepted that it should not have named the complainant, it noted that the concern attributed to the complainant in the article was not confidential information about him, and provided examples of where the complainant had objected publicly on the council's website to the dairy farm and its operations. It said that therefore, the complainant's dissatisfaction with the farm was already in the public domain at the time of publication. It also noted that the complainant's email to the council of 13 May was copied to the newspaper's newsdesk, a different councillor, and contacts at a different newspaper and a TV station.

7. The newspaper did not accept it was inaccurate to report that the complainant had contacted the council about the "simply ridiculous" noise levels from the dairy – it was not in dispute he had done this, as demonstrated by the emails sent to the council and the newspaper in May. It said that the article did not make claims that this contact was in relation to ongoing issues or those raised by the complainant's neighbour but noted that it was clear from correspondence that the complainant had ongoing issues with noise from the dairy. In relation to whether there were abatement orders against the dairy, the newspaper said that the quote from the managing director was included as a right of reply to the complainant's neighbour's claims that several noise abatement orders had been served on the dairy. It said that this response had been provided at a late stage, and it simply was not possible or practical to fact check each claim made in a quote prior to publication. However, it said that it had proceeded to publish a follow up article which disputed the position of the managing director, and so it considered that the correct position was on the record.

8. The newspaper said that it had sincerely apologised and tried to resolve the complainant's concerns as soon as it became aware of what had happened. It said that as well as the new reporter, the original reporter, and the group editor contacting the complainant individually to apologise, it had offered to print a full apology in the next edition of the newspaper when the complainant initially indicated that this was something he wanted. It said that it was a matter of regret that it had not been able to resolve the complainant's concerns.

### **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.

#### Clause 14 (Confidential sources)

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

### **Findings of the Committee**

10. The newspaper acknowledged that there had been an explicit agreement in writing between the complainant and the first reporter that the complainant would not be identified in relation to information he provided for publication. This agreement had been made in April when the first article was published, but still stood at the time the second article was published, as was reiterated by the complainant in his email of 2 June. Regardless of whether any of the information had been placed in the public domain by other means – which the complainant denied – in light of this confidentiality agreement, the complainant was a confidential source and the publication of the complainant’s identity in connection with his comments constituted a clear breach of Clause 14.

11. The Committee commended the newspaper’s swift response to the complaints and its attempts to resolve the matter prior to the complainant’s contact with IPSO, but it was also mindful of the distress caused to the complainant as a result of his identification in the article. The Committee noted that the incident had exposed shortcomings in the publication’s systems for handling staff absences, which in this instance had led to a significant breach of the Code.

12. The Committee also considered the remainder of the complaint, under Clause 1. In the view of the Committee, the article did not suggest that the complainant’s comments related to a particular incident; rather it was clear that the complainant had voiced concerns about the noise at the dairy. As such, it was not misleading as to the complainant’s position to include his quotation in an article reporting on a separate noise concern. There was no breach of Clause 1 on this point.



13. The claim that the dairy had not been served any abatement orders by the Council and had complied with all planning controls appeared in a quotation attributed to the dairy's managing director. The publication of the claim in this form, clearly attributed to its source, did not constitute a breach of Clause 1(i). Following publication, the complainant was able to show that this claim was inaccurate by providing copies of previous abatement notices served against the dairy. He said that at least one of these abatement orders was still active at the time the article was published. This demonstrated a significant inaccuracy on this point which required correction under the terms of Clause 1(ii). The newspaper had published a follow up story which acknowledged the dispute. However, this article did not identify the previous inaccuracy and so therefore did not constitute a correction under the terms of Clause 1(ii). As such, there was a breach of Clause 1(ii) on this point.

### Conclusion

14. The complaint was upheld.

### Remedial action required

15. The newspaper had breached Clause 14 and Clause 1(ii). The appropriate remedy for a breach of Clause 14 was the publication of an adjudication. Where the Committee had also found a breach of Clause 1(ii) which required remedy, it was proportionate to incorporate this further remedial action into the terms of the adjudication, as opposed to requiring a further standalone correction. The article was published on page 3. As such the adjudication should appear on page 3 or further forward. The headline should be agreed with IPSO in advance, but should reference the complaint's subject matter, that it has been required by IPSO following an upheld ruling, and appear in a font and size typical for that page.

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

Following an article published on 18 June 2020, a man complained to the Independent Press Standards Organisation that the Central Fife Times & Advertiser breached Clause 1 (Accuracy) and Clause 14 (Confidential sources) of the Editor's Code of Practice in an article headlined "'Noise from dairy is so bad it's putting my marriage under strain'".

The article reported on an ongoing dispute between a dairy farm and its neighbours over noise issues. As part of this, it named one neighbour and reported that he had contacted the council about "simply ridiculous" noise levels.

The complainant was the man named in the article as having complained to the council. He said that he had a prior agreement with the newspaper that he would not be named in relation to his concerns about the dairy farm. The publication accepted that there had been such an agreement and apologised for the distress caused to the complainant. It said that due to the disruption caused by coronavirus, the agreement that the complainant would be anonymous was not conveyed to the reporter who wrote the article.

IPSO found that the newspaper had identified the complainant in relation to information he had provided about his complaint against the dairy farm, contrary to the agreement made between him and the newspaper.

Where the complainant was a confidential source who the newspaper failed to protect, IPSO found that the article breached Clause 14.

The complainant also said that the article had reported the inaccurate claim that the dairy had not been served any abatement orders by the Council and had complied with all planning controls. Although this claim was accurately presented as a quote, the newspaper accepted that this claim was inaccurate. The newspaper did not offer to publish a correction in response to this significant inaccuracy.

For this reason, IPSO found that the article also breached Clause 1(ii).

Date complaint received: 18/06/2020

Date decision issued: 03/12/2020

## Appendix E

### Decision of the Complaints Committee 01444-20 Ammann v thetimes.co.uk Advertiser

#### Summary of complaint

1. Karl Ammann complained to the Independent Press Standards Organisation that thetimes.co.uk breached Clause 2 (Privacy) and Clause 10 (Clandestine devices and subterfuge) in an article headlined "Elephants 'in trauma' after illegal export to China from Zimbabwe", published on 7 November 2019.
2. The article reported that "A group of 32 'traumatised' juvenile elephants" were "being held in concrete pens at an unknown location in China after being spirited out of Zimbabwe as a court was considering their future". The article went on to report that "a video clip acquired by animal rights activists who have tried for the past year to block the move" suggested that the elephants were showing signs of distress. The article featured a link to the clip in question which was shot inside the enclosure by the animals' trainer who was commenting on their situation in Thai, without subtitles. The video was annotated with a description of the animals' situation.
3. The complainant, a wildlife campaigner and photographer, said that the publication of the video represented an intrusion into his privacy in breach of Clause 2. He said that he had a reasonable expectation of privacy in regards to the video, citing its sensitivity and the fact that he owned it; he had arranged for another individual, an elephant trainer, to film it and its publication had led to the his informant's identification by the Chinese authorities. The complainant said that as the owner of the video and because his source had been identified, his own ability to campaign against the trade of wild animals and elephants to China had been severely undermined. He said that campaigning on this issue was central to his personality and that development of one's personality fell within Article 8 of the European Convention of Human Rights and therefore Clause 2 of the Code.
4. The complainant said that the publication of the video also represented a breach of Clause 10. He said that the publication had, without consent, published the footage acquired by his source using hidden cameras or clandestine listening devices and accessed digitally-held information. The complainant said that he would have consented to the publication of the video at the appropriate time but the newspaper had not contacted him to get his consent to publish the video; the Code did not provide that it could only be an individual or group working on behalf of a publication to mean the Clause was engaged.

5. The publication denied any breach of the Code. In regard to the complainant's Clause 2 complaint it said that it had originally acquired the video because an individual the complainant had given the footage to had then shared it on a WhatsApp group containing at least 25 members, a number of whom then shared the Video with wider contacts; the publication also claimed that the video had been published on social media, although it did not provide evidence of this. Therefore, if the complainant considered the audio to have imparted private information it should have been reviewed before he chose to share the video in a scenario where it was foreseeable that it would be re-shared; there was no reasonable expectation of privacy in the circumstances. The publication also noted that for those who spoke the language of the complainant's informant, the audio would have imparted further information relevant to the plight of the animals. Notwithstanding its position that the video's publication did not represent a breach of the Code, it said it removed the video on receipt of the complaint.

6. The publication denied a breach of Clause 10 and noted that its provisions concern the use of subterfuge by the press, whereas the video was recorded by the complainant's informant, and therefore did not apply in this case. The publication noted that the reference to "[accessing] digitally held information without consent" related to the hacking of information, for which there was no such allegation. The publication accepted that subterfuge was used to acquire the footage. However, as the complainant had acknowledged responsibility for the subterfuge and accepted that he would have consented to publication of the video without the audio had he been contacted prior to publication, it was not clear what the complaint was under Clause 10. The publication noted that complainant did not dispute that there was a public interest in the recording and that it was only the publication of the audio which he specifically disputed; a complaint which did not fall properly under the provisions of Clause 10.

7. The publication said that the distress caused to the elephants by their illegal export and conditions of captivity in China was and is a matter of high public interest, as acknowledged by the complainant. It emphasised that the owners of the facility would clearly not have consented to the filming and publicising of the elephants' condition, had they been aware of the intentions of the activists, meaning that the footage could not have been obtained via any other means. The publication said that the subterfuge was clearly justified by the public interest in highlighting the plight of the animals. Similarly, there was a public interest in reporting on their condition and using the video to assist readers in understanding their situation.

8. The complainant said that he had passed the footage to only two contacts, making clear that he did not wish it to be published at that time, as it could be too easily associated with his recent visit and he did not want his informant to be implicated. In the same message he told his contacts that he could justify the “material getting out with a big bang in about a week”. He accepted that while there might be a sufficient public interest to justify the publication of the footage, there was no public interest in publishing the accompanying audio, which had led to his informant’s identification. The complainant noted that the publication’s removal of the video demonstrated that it was irrelevant to the story and represented an admission from the publication that it had made an error.

### **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 intrusions into any individual's private life without consent. Account will be taken of the complainant's own public disclosures of information.
- iii) It is unacceptable to photograph individuals, without their consent, in public or private places where there is a reasonable expectation of privacy.

#### 10. Clause 10 (\*Clandestine devices and Subterfuge)

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

#### \*The Public Interest

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

11. The material under consideration – the video and its accompanying audio – did not relate to the complainant’s private or family life; his home; his health; and did not amount to a piece of his correspondence. Indeed, it did not include any information about the complainant at all. Further, the complainant had provided the footage to two colleagues and in doing so had stated that he could justify the wider release of the material “with a big bang” after a week’s hiatus. This did not suggest that the complainant viewed the wider publication of the material as amounting to an intrusion into his private life; rather, his ambition for the footage was to generate significant levels of press attention. In light of the absence of private information about the complainant, and his own intentions for the publication of the footage – including the commentary, albeit in a subtitled rather than audio format - the Committee did not find a breach of Clause 2.

12. The Committee then considered the complaint under the terms of Clause 10 (Clandestine devices and subterfuge). The complaint was highly unusual, in that it was the complainant himself who had instructed an intermediary to engage in a covert filming operation, with a view to using the resulting material in his campaigning activities. He was therefore responsible for gathering the material about which he now complained. Given that the complainant did not appear to harbour concerns about the methods used to capture the footage and agreed there was a strong public interest in its publication, the Committee did not consider that the complaint engaged the terms of Clause 10 of the Editors’ Code of Practice.

13. The complainant sought to distinguish the publication of the audio commentary from the footage, asserting that there was no public interest to justify the publication of the former. He had, however, said that had the commentary appeared as subtitles or with modified audio, the public interest would have been satisfied. It was not, therefore, the content of the commentary about which he complained but rather the inclusion of his informant’s voice. Clause 10 was not the appropriate clause under which to consider this issue – it was at heart a question of confidentiality and the possible identification of a source, not about the news gathering methods used on this occasion. Therefore the terms of Clause 10 were not engaged on this point.

14. The Committee concluded by acknowledging the complainant's concerns about the apparent consequences of the publication of the footage in this form for the trainer; it noted that these issues were addressed via a parallel complainant.

### **Conclusions**

15. The complaint was not upheld.

### **Remedial Action Required**

16. N/A

Date complaint received: 06/03/2020

Date decision issued: 30/11/2020

## Appendix F

### Decision of the Complaints Committee 01701-20 Bythell v Sunday Mail

#### Summary of complaint

1. Shaun Bythell complained to the Independent Press Standards Organisation that the Sunday Mail breached Clause 1 (Accuracy) of the Editors' Code of Practice in an article headlined "Anger over bookshops' link to Nazi hate paper", published on 8 March 2020.
2. The article reported that Nazi propaganda was on sale on a specialist book website, and that it acted as an online marketplace for the two bookshops named in the article. The subheading reported that the material had been "sold via the websites" of the two bookshops and the article named and included a photograph of one of the bookshops' owners. The article reported that copies of Nazi propaganda could be ordered by visiting the bookshops' websites, where the search "redirected to" the online marketplace. The article contained a quote from the World Jewish Congress president who had said "It is inconceivable that we should have to revisit this issue time and again in order to ensure the safety and security of our communities from those who might well be inspired through these purchases to attack Jews and other minorities in the spirit of Nazi virulence. Julius Streicher propagated an image of Jews as subhuman, violent sexual abusers and enslavers, using his publications as a mouthpiece for blood libels and smear campaigns that shaped Nazi Germany and incited the near destruction of European Jewry." The article also reported that the owner of one of the named bookshops could not be reached for comment.
3. The article was also published online in substantially the same terms under the headline "Anger over Scots bookshops' link to Nazi hate paper". The subheading of this article reported that "Two prominent members of the Association of Wigtown Booksellers have been criticised for their links to works by Julius Streicher" and the text of the article also reported that "Two shops in Scotland's 'book town' have been criticised for helping to sell propaganda by a Nazi war criminal".
4. The complainant was named in the article as the owner of one of the two bookshops and a photograph of him also appeared in the article. He said that the article was inaccurate in breach of Clause 1. He said that no "anger" or criticism had been directed at his bookshop. He said that he had received no complaints and that even if the quote from the World Jewish Congress president had been directed at his bookshop, this was only because the newspaper had drawn his attention to the bookshop.
5. The complainant also said that it was misleading to report that there was a link between his bookshop and the Nazi propaganda when he had simply used an online market place alongside thousands of other booksellers. He said that the article, and the inclusion of his photograph, gave the false impression that he was complicit in the selling of antisemitic material. He also said that he no longer used the online marketplace and it was inaccurate to report that he did.
6. The complainant also said he had not received any contact from the publication prior to the article being published and that it was inaccurate to report that he could not be reached for comment.



7. The publication did not accept a breach of the Code. It explained that the anger reported in the headline represented the publication's opinion on the issue, in light of the quote from the World Jewish Congress president who had said that it was "inconceivable" that the issue had to be re-visited time and time again. The publication said it was justified in reporting in the online article that there was anger at Scottish bookshops, as the complainant's bookshop had been named in the email sent by the publication to the World Jewish Congress president at the time that he was invited to comment. The publication was, however, unable to provide a copy of this email. It also said that the article had not reported that there was anger over the link to the complainant's bookshop, but towards Scots bookshops in general.

8. The publication said that it had singled out all the bookshops within Scotland's "Book town" which used the online marketplace where the offensive material had been found. It provided a copy of a page from the complainant's website which contained a search function. When search terms were typed into the complainant's website and the "search" button was pressed, the user was taken to the website of the online marketplace, where the publication had been able to purchase Nazi propaganda. It said it was therefore not misleading to say that Nazi propaganda could be purchased "via" the complainant's website and to describe this as a 'link'. The website of the online marketplace could still be accessed via the complainant's bookshop's website during IPSO's investigation, and the publication therefore said it was not inaccurate to report that the online marketplace was used by the complainant's bookshop, even if he said he no longer used the marketplace.

9. The publication said that its reporter had phoned the complainant's bookshop and had spoken to a member of staff who had said that the complainant was in England. It said that the reporter had stressed that it was important to speak to the complainant and outlined the story, but that the complainant had not returned the call. Furthermore, it provided an email it had sent to the bookshop's contact address prior to the publication of the article.

### **Relevant Code Provisions**

#### Clause 1 (Accuracy)

- i) The Press must take care not to publish inaccurate, misleading or distorted information or images, including headlines not supported by the text.
- ii) A significant inaccuracy, misleading statement or distortion must be corrected, promptly and with due prominence, and — where appropriate — an apology published. In cases involving IPSO, due prominence should be as required by the regulator.
- iii) A fair opportunity to reply to significant inaccuracies should be given, when reasonably called for.
- iv) The Press, while free to editorialise and campaign, must distinguish clearly between comment, conjecture and fact.

### Findings of the Committee

10. The headline to the print article reported a “link” between a “Nazi hate paper” and bookshops and the headline to the online article reported a link with “Scots bookshops”. The articles explained the link further by reporting that the Nazi material had been “sold via the websites” of the two named bookshops and the online version additionally reported that the bookshops were “helping to sell” the material.

11. The Committee noted that the article referenced the involvement of the online marketplace in the sale of the material, but that it did not explain that the marketplace was used by hundreds of bookshops throughout the country. The Committee noted, further, that the material had neither been sold directly on the complainant’s bookshop’s website nor advertised for sale on the website; the complainant’s involvement in the transaction was limited to the automatic redirection of a search request to the site of the online marketplace. The Committee also took into account that the websites of hundreds of bookshops link to the website of the online marketplace and found that singling out the complainant’s bookshop in the article implied that the complainant’s role in the sale of the material was greater than was actually the case. On this basis, to report that the material had been “sold via” the complainant’s website, and that the complainant’s website was “helping to sell” the material was a distortion of the position. Therefore, the publication had failed to take care not to publish distorted material in breach of Clause 1(i). The reported link between the complainant’s bookshop and the material was central to the article and was significant given the damage which was likely to be caused to the complainant and his business.

12. The publication had not offered to publish a correction in relation to the ‘sold by’ claims, and there was therefore a further breach of Clause 1(ii).

13. The headline to the print version of the article had reported that there had been anger over a link between the material and bookshops in general, whereas the online version had gone further by reporting that anger had been directed at “Scots bookshops”. The Committee found that this would be understood to be a reference to the two bookshops named in the article, noting that the online article also reported that the complainant’s bookshop, and the other bookshop named in the article, had specifically been criticised for “helping to sell” the material.

14. The basis for the publication reporting that the complainant’s bookshop had been the subject of anger and criticism was the published quote from the World Jewish Congress president. The president could reasonably be described as having expressed anger that such material could be purchased, but the criticism he expressed of those who sold the material was not specifically directed at the complainant. The report that the complainant’s bookshop had been criticised and was the subject of anger was, therefore, not supported by the quote itself. The publication had also been unable to provide a copy of the email to which the President was responding, in which the publication said the complainant’s bookshop had been named. Accordingly, in reporting that anger and criticism had been directed at the complainant’s bookshop, the publication had failed to take care not to report inaccurate information in breach of Clause 1(i).

15. The claim had featured prominently in the headline and the subheading of the online article and it appeared to support the other matters reported in the article. The report that anger and criticism had been directed at the complainant’s bookshop was, therefore, significant and required correction.

16. The publication had not offered to publish a correction in relation to the claim that anger and criticism had been directed at the complainant’s bookshop, and there was therefore a further breach of Clause 1(ii) in respect of the online article.

17. Finally, where the complainant accepted that he had been on holiday and had not responded to the email which had been sent by the newspaper, it was not misleading for the newspaper to report that he had been unavailable for comment. There was no breach of Clause 1 on this point.

### **Conclusions**

18. The complaint was upheld in part under Clause 1.

### **Remedial Action Required**

19. 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 an adjudication, the nature, extent and placement of which is determined by IPSO.

20. The reports that the complainant's bookshop was "helping to sell" Nazi propaganda and that it had been "sold via" his website had been a distortion of the position, and it had been inaccurate to report that, as a result, anger and criticism had been directed at the complainant's bookshop. The online article had since been deleted, but following receipt of the complaint, the publication had failed to offer any further remedial action. Given the damage which was likely to be caused to the complainant by the publication of the inaccurate and distorted material, the Committee considered that the appropriate remedy was the publication of the Complaint Committee's adjudication.

21. The Committee considered the placement of this adjudication. The article had been published on page 31. The Committee therefore required that its full adjudication should be published on page 31 or further forward in the newspaper. An adjudication should also be published online, with a link to it (including the headline) being published on the newspaper's homepage for 24 hours, as well as via a link on the publication's social media channels where the photograph of the complainant had appeared. 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 must be agreed with IPSO in advance.

22. The terms of the adjudication for the print version of the publication are as follows:

Following an article published 8 March 2020 headlined "Anger over bookshops' link to Nazi hate paper", Shaun Bythell complained to the Independent Press Standards Organisation that the newspaper had breached Clause 1 (Accuracy) of the Editors' Code of Practice. IPSO upheld this complaint and has required the Sunday Mail to publish this decision as a remedy to the breach.

The article reported that Nazi propaganda was on sale on a specialist book website, and that it acted as an online marketplace for the two bookshops named in the article. The subheading reported that the material had been "sold via the websites" of the two bookshops and the article named and included a photograph of one of the bookshop's owners. The article reported that copies of Nazi propaganda could be ordered by visiting the bookshops' websites, where the search "redirected to" the online marketplace. The article contained a quote from the World Jewish Congress president who had said "It is inconceivable that we should have to revisit this issue time and again in order to ensure the safety and security of our communities from those who might well be inspired through these purchases to attack Jews and other minorities in the spirit of Nazi virulence. Julius Streicher propagated an image of Jews as subhuman, violent sexual abusers and enslavers, using his publications as a mouthpiece for blood libels and smear campaigns that shaped Nazi Germany and incited the near destruction of European Jewry."

The complainant was named in the article as the owner of one of the two bookshops and a photograph of him also appeared in the article. He said that it was inaccurate to report that Nazi propaganda was sold via his bookshop's website in breach of Clause 1.

The Committee noted that the article referenced the involvement of the online marketplace in the sale of the material, but that it did not explain that the marketplace was used by hundreds of bookshops throughout the country. The Committee noted, further, that the material had neither been sold directly on the complainant's bookshop's website nor advertised for sale on the website and the complainant's involvement in the transaction was limited to the automatic redirection of a search request to the site of the online marketplace. The Committee took into account that the websites of hundreds of bookshops link to the website of the online marketplace and found that singling out the complainant's bookshop in the article implied that the complainant's role in the sale of the material was greater than was actually the case. To report that the material had been "sold via" the complainant's website was a distortion of the position and IPSO found that the publication had failed to take care under Clause 1.

23. The terms of the adjudication for the online version of the publication are as follows:

Following an article published 8 March 2020 headlined "Anger over Scots bookshops' link to Nazi hate paper", Shaun Bythell complained to the Independent Press Standards Organisation that the newspaper had breached Clause 1 (Accuracy) of the Editors' Code of Practice. IPSO upheld this complaint and has required the Sunday Mail to publish this decision as a remedy to the breach.

The article reported that Nazi propaganda was on sale on a specialist book website, and that it acted as an online marketplace for the two bookshops named in the article. The subheading reported that the material had been "sold via the websites" of the two bookshops and that they were "helping to sell" the material. The article reported that copies of Nazi propaganda could be ordered by visiting the bookshops' websites, where the search "redirected to" the online marketplace. The article contained a quote from the World Jewish Congress president who had said "It is inconceivable that we should have to revisit this issue time and again in order to ensure the safety and security of our communities from those who might well be inspired through these purchases to attack Jews and other minorities in the spirit of Nazi virulence. Julius Streicher propagated an image of Jews as subhuman, violent sexual abusers and enslavers, using his publications as a mouthpiece for blood libels and smear campaigns that shaped Nazi Germany and incited the near destruction of European Jewry."

The complainant was named in the article as the owner of one of the two bookshops and a photograph of him also appeared in the article. He said that the article was published in breach of Clause 1 because it was inaccurate to report that Nazi propaganda was sold via his bookshop's website and that he was helping to sell the material. He also said that it was inaccurate to report that anger and criticism had been directed at his bookshop as a result.

The Committee noted that the article referenced the involvement of the online marketplace in the sale of the material, but that it did not explain that the marketplace was used by hundreds of bookshops throughout the country. The Committee noted, further, that the material had neither been sold directly on the complainant's bookshop's website nor advertised for sale on the website and the complainant's involvement in the transaction was limited to the automatic redirection of a search request to the site of the online marketplace.

The Committee took into account that the websites of hundreds of bookshops link to the website of the online marketplace and found that singling out the complainant's bookshop in the article implied that the complainant's role in the sale of the material was greater than was actually the case. To report that the material had been "sold via" the complainant's website and that he was "helping to sell" the material was a distortion of the position and IPSO found that the publication had failed to take care under Clause 1.

The basis for the publication reporting that the complainant's bookshop had been the subject of anger and criticism was the published quote from the World Jewish Congress president. The president could reasonably be described as having expressed anger that such material could be purchased, but the criticism he expressed of those who sold the material was not specifically directed at the complainant. To report that the complainant's bookshop had been criticised and was the subject of anger was, therefore, inaccurate in breach of Clause 1.

Date complaint received: 11/03/2020

Date complaint concluded by IPSO: 15/01/2020

## Appendix G

Paper No.	File Number	Name v Publication
1989	09479-20	Nulty v Daily Express
1984	11372-20	Various v Telegraph.co.uk
1993	00996-20	Gibson v thesun.co.uk
2006		Request for review
2016		Request for review