

MINUTES of the COMPLAINTS COMMITTEE MEETING
Tuesday 12th October at 10.30am
Field Fishers, Riverbank House, 2 Swan Ln, London EC4R 3TT

Present

Lord Edward Faulks (Chairman)
Nazir Afzal (*remotely*)
Andrew Brennan (*remotely*)
Tristan Davies
David Hutton (*remotely*)
Alistair Machray
Helyn Mensah (*remotely*)
Mark Payton
Allan Rennie
Miranda Winram (*remotely*)

In attendance:

Charlotte Dewar, Chief Executive
Robert Morrison, Head of Complaints

Also present: Members of the Executive:

Elizabeth Cobbe (*remotely*)
Rosemary Douce (*remotely*)
Alice Gould
Sebastian Harwood
Emily Houlston-Jones
Natalie Johnson
Molly Richards
Martha Rowe

Observers:

Jonathan Grun, Editors' Code of Practice Committee (*remotely*)

1. Apologies for Absence and Welcomes
Apologies were received from Andrew Pettie and Asmita Naik.
2. Declarations of Interest
There were no declarations of interest received.
3. Minutes of the Previous Meeting
The Committee approved the minutes of the meeting held on 7 September.
4. Matters arising
There were no matters arising.
5. Update by the Chairman – oral
The Chairman updated the Committee on recent developments relevant to its work.
6. Complaints update by the Head of Complaints
The Head of Complaints updated the Committee on ongoing operational and recruitment matters.
7. Complaint 02643-21 James v Mail Online
The Committee had an initial discussion of the complaint and asked the Executive to carry out further investigation. It agreed to defer any decision until its next meeting.
8. Complaint 05684-21 Khoram-Scotts v Mail Online
The Committee discussed the complaint and ruled that the complaint should be upheld as a breach of Clause 1 (Accuracy). **A copy of the ruling appears in Appendix A**
9. Complaint 04182-21 Interlink v The Daily Telegraph
The Committee discussed the complaint and ruled that the complaint should be upheld as a breach of Clause 1 (Accuracy). The decision will be finalised in correspondence. **A copy of the ruling appears in Appendix B**
10. Complaints not adjudicated at a Complaints Committee meeting
The Committee confirmed its formal approval of the papers listed in **Appendix C**.

11. Any other business

The Committee discussed how it handles conflicts of interest involving editorial members of the Complaints Committee. It agreed that editorial members will be conflicted out of considering complaints about titles that employed them or closely connected titles for a period of 3 years from when they left the employment.

12. Date of next meeting

The date of the next meeting was confirmed as 30th November at Gate House.

Appendix A

Decision of the Complaints Committee –05684-21 Khoram-Scotts and Scotts v Mail Online

Summary of Complaint

1. Behnaz Khoram-Scotts and Emmanuel Scotts complained to the Independent Press Standards Organisation that Mail Online breached Clause 1 (Accuracy) of the Editors' Code of Practice in an article headlined "Judge compares £87,000 serial fraudster who splashed out on 63 pairs of Jimmy Choos to former Philippines First Lady Imelda Marcos infamous for her 3,000-pair collection but spares her jail", published on 12 April 2021.

2. The article reported that the complainants had "pleaded guilty to fraud by false representation and conspiracy to commit fraud following an investigation by the Dedicated Card and Payment Crime Unit (DCPCU), a specialist police unit funded by the banking and cards industry". It said they were "called 'serial fraudsters' by [the] judge", and reported that the prosecutor told the court that police had recovered 63 pairs of designer shoes from Mrs Khoram Scotts' home. The article also reported that the "couple opened six different bank accounts with fake names after they lied about their professions to present themselves as wealthy". It also said that Mr Scotts "was arrested on April 15, 2020, at Heathrow Airport where around £7,000 in euros, several credit cards, cheque books, and a bank statement showing a balance of £104,000 was found in his luggage". It further reported that the "couple used their fake bank accounts to deposit foreign cheques, one of which was for £81,000" and that Mr Scotts' "second home address" was searched.

3. The complainants said that the article was inaccurate in breach of Clause 1. They said that they were not "serial fraudsters" nor had they "pleaded guilty to fraud by false representation and conspiracy to commit fraud" as Mr Scotts pleaded guilty to conspiracy to commit fraud and Mrs Khoram Scotts admitted possession of articles for use in fraud and possession of criminal property. The complainants also said it was inaccurate to report that Mr Scotts had been arrested at Heathrow Airport on 15 April 2020, and that the correct date of the arrest was 16 October 2018. The complainants said that much of the information in the article was inaccurate, as all the items that were seized from their home had been bought legitimately; Ms Khoram-Scotts did not have 63 pairs of shoes; they had not used fake bank accounts to deposit foreign cheques, one of which was for £81,000; and that they had not "lied about their professions" and had actually held roles as a stockbroker and beautician, for which they possessed evidence. The complainants said it was inaccurate to report that their second home address was searched as they only had one house. The complainants said another person was involved in the case who was not referred

to in the article, and the omission of a reference to this individual in the article was misleading.

4. The publication did not accept a breach of the Code. It said it had relied on the press release which had been issued by the Dedicated Card and Payment Crime Unit (DCPCU), a specialist police unit, which it said it was entitled to rely on, and a report by an agency reporter who had attended court, copies of which it supplied. The press release stated that the “married couple pleaded guilty to fraud by false representation and conspiracy to commit fraud”. On receipt of the complaint, the publication amended the article to report that Mr Scotts “admitted conspiracy to commit fraud and possession of articles for use in fraud” and Ms Khoram-Scotts “admitted possession of articles for use in fraud and possession of criminal property”. Prior to the start of IPSO’s investigation, this was amended further to report that Mr Scotts’ had admitted solely to “conspiracy to commit fraud”.

5. The complaint was not resolved, and after IPSO began its investigation, the police press release that the article was based on was amended. The amendments confirmed that Mr Scotts was arrested at Heathrow Airport on 16 October 2018 and the publication then amended the article to reflect the true date of the arrest. The word “foreign” before “cheques” was also deleted from the press release, and the publication then amended the article by also removing the word “foreign”. With regards to the search of Mr Scotts’ home, the word “second” was deleted from the press release, which the newspaper then also deleted from the article, whilst noting that it appeared that the police had searched more than one property. The press release was also amended to delete “falsely” from the sentence: “Mr Scotts falsely claimed to be a stockbroker while Mrs Scotts claimed she was a beautician, for which there was no evidence”, together with the phrase “for which there was no evidence”. The publication did not make a corresponding amendment to the article, and continued to report that the complainants had “lied about their professions”.

6. The publication said it had promptly made amendments to the article in order to clarify minor factual details, but it did not consider these matters to constitute significant inaccuracies, misleading statements or distortions. Therefore, it did not offer to publish a correction which acknowledged the points which had been corrected in the article, nor offer an apology.

7. The publication noted the complainants’ complaints about the police, and that they did not agree with the charges that had been brought against them. However, it said that it relied on absolute privilege when reporting the court case, and that allegations of police misconduct was not a matter for IPSO to consider. The publication said that it had been heard in court that the complainants had “lied about their professions” and noted that the police press release stated: “The couple opened numerous bank accounts in different names, using fake identification and doctored documents which gave false impressions of their wealth. Mr Scotts claimed to be a stockbroker while Mrs Scotts claimed she was a beautician. A total of six fraudulent accounts were opened in different names,” and provided

notes which showed that it had been heard in court that the accounts were “fictional”. It also said that items taken by the police had been found to be property bought with the proceeds of crime and that it was heard in court that Mrs Khoram-Scotts had 63 pairs of shoes, with the contemporaneous notes of the reporter who attended court referring to a “vast array of designer shoes”. It also said that it was not required to report all the details of a case verbatim, and in this case had focussed on the sentencing of the complainants and it was not misleading to omit reference to another party referred to during the trial.

Relevant Code Provisions

Clause 1 (Accuracy)

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

Findings of the Committee

8. The article under complaint was a court report. It had reported that both complainants had “pleaded guilty to fraud by false representation and conspiracy to commit fraud”. This information had been taken directly from the police press release which had been issued by the DCPCU, the unit which had undertaken the investigation into the defendants. The errors in the press release, which were later corrected, were not discernible at the time of publication of the article, for example because there were internal inconsistencies, and the content was not contradicted by the notes taken by the agency reporter in court. In these circumstances, by accurately reporting the police press release, the publication had taken sufficient care not to publish inaccurate information, and there was no breach of Clause 1(i).

9. The press release that the publication had relied upon was amended after the complainants made a complaint. The publication had then amended the article to accurately report the offences for which the complainants had pleaded guilty. However, it did not offer to publish a correction to identify the inaccuracies which had been corrected. The offences for which the complainants had pleaded guilty was central to the report of the court proceedings, and the published inaccuracy was significant and needed to be corrected in a manner which met the

requirements of Clause 1 (ii). The amendments made to the article, in the absence of a published footnote which identified the inaccuracies which had been corrected, did not constitute a sufficiently prominent correction, where it did not acknowledge the original inaccuracy for readers, and the publication had therefore breached Clause 1 (ii).

10. The article had also reported that the complainants had “lied about their professions”. The original press release issued by the DCPCU had stated that Mr Scotts had “falsely claimed” to be a stockbroker, Mrs Khoram-Scotts had “claimed” to be a beautician, and that there was “no evidence” for these claims. For the reasons already given, the publication was entitled to rely on the press release and, in reporting these matters, there was no failure to take care under Clause 1 (i). The press release had subsequently been amended on this point in the manner explained in paragraph 5, above. The publication did not make corresponding revisions to the article and the Committee considered whether there was a significant inaccuracy requiring correction. The Committee considered the information in the updated press release, which the complainant accepted was accurate, and the contemporaneous notes taken by the agency reporter in court. The complainants accepted that they had opened multiple bank accounts under fake names and that they had been convicted of fraud offences. In the context of the article which had accurately reported that they had opened bank accounts using false identities, it was not significantly inaccurate to report that they had “lied about their professions”, in circumstances where the corrected police press release continued to refer to them as “claim[ing]” to be a member of such professions. There was no breach of Clause 1 on this point.

11. The press release had also been updated on several other points reported in the article which the complainants said were inaccurate: replacing the cashing of “foreign cheques” with simply “cheques”; the search of Mr Scotts’ “second home” to his “home address in Wandsworth”; and the date of his arrest from 15 April 2020 to 16 October 2018. The Committee found that where it was not in dispute that the court had referred to cheques being cashed, the origin of these cheques as domestic or foreign was not a significant detail requiring correction. In addition, where Mr Scotts’ property had been searched, and it was accepted that the complainants lived in more than one property, it was not significantly inaccurate to refer to a “second” home being searched. Finally, where the date of the arrest was mentioned in passing and it was not suggested that it had particular significance, the difference of 18 months between the two dates was not significant. None of these points required correction, and there was no breach of Clause 1. The Committee, however, welcomed the amendments made to the article by the publication.

12. The complainants had contested evidence that was heard in the court case. However, newspapers are responsible for accurately reporting what is heard in court; they are not responsible for the accuracy of what is heard by the court. Whilst the complainants did not accept some of the claims which had been made about them, it was not inaccurate to report that the court had heard that 63 pairs of designer shoes had been recovered from Mrs Khoram-Scotts’s home. The

complainants also said it was inaccurate to describe them as “serial fraudsters”. However, the contemporaneous notes provided by the journalist demonstrated that this had been said by the judge during the trial, and it was attributed to him within the article. The complainants had also alleged that there had been police misconduct in their case, which was not a matter which fell under the Editors’ Code. There was no breach of Clause 1 on these points.

13. The complainants considered the absence of a reference in the article to a third party involved in their case to be misleading. Newspapers do not have to report all information heard in court and it was not misleading to omit to mention that another party was named in connection with the complainants, where the article focused on the convictions of the complainants. This omission did not raise a breach of Clause 1.

Conclusions

14. The complaint was partly upheld under Clause 1(ii).

Remedial Action Required

15. Having upheld a breach of Clause 1(ii) 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 terms and placement of which is determined by IPSO.

16. Whilst the publication had taken appropriate care by relying on the police press release, once the inaccuracy regarding the complainant’s pleas had come to light it had not offered to put a correction on record acknowledging the inaccuracies contained in the original article. The Committee considered the appropriate remedy. Taking into account the fact that the publication had promptly amended the article and the nature of the inaccuracy, it concluded that a published correction was appropriate.

17. The Committee then considered the placement of the correction. As the article had already been amended, it should appear as a footnote to the article. The correction needed to record that the article had inaccurately recorded the offences the complainants had pleaded guilty to. It should state that it has been published following an upheld ruling by the Independent Press Standards Organisation. The full wording and position should be agreed with IPSO in advance.

Date complaint received: 20/05/2021

Date complaint concluded by IPSO: 11/11/2021

Appendix B

Decision of the Complaints Committee – 04182-21 Interlink v The Daily Telegraph

Summary of Complaint

1. Interlink 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 "Not anti-Semitic to tackle forced marriage, says Jewish group", published on 9 February 2021 and an article headlined "Forced marriage has no place in Britain, says PM", published on 12 February 2021.
2. The first article described the report of a Jewish think tank, which it called "the nation's first think tank to tackle extremism in Judaism". It reported that the think tank had warned that "Anti-Semitism is being weaponised as a 'fig leaf' to shut down reports of forced marriage in Orthodox communities". It went on to state that "the report said addressing the issue [of arranged marriage] within some Charedi communities "may lead to accusations of anti-Semitism, levelled either at [the think tank], or another organisation we work with"". The founder of the think tank was also quoted as saying "I understand people are worried about anti-Semitism but we don't have time for anti-Semitism to be eradicated before we address harms perpetrated in our community. For too long we have been asked to stay silent on anything perceived as criticism of our community for fear of stoking anti-Semitism – it is just wrong. Bigots are responsible for their own bigotry. We have work to do and there is no time to waste. We must not allow anyone to manipulate bigotry as a fig leaf for harmful practices". The article also contained a quote from a government spokesman who stated: "Forced marriage is not a problem specific to one country or culture. The Forced Marriage Unit runs an ongoing outreach programme to raise awareness of this practice".
3. The first article also appeared online under the headline "Anti-Semitism weaponised as a 'fig leaf' to shut down forced marriage reports". It contained the same information, but also included quotes from the CEO of Interlink from an interview on a radio programme, in which she "said it was 'absolutely abnormal' for young people in the [ultra-Orthodox Jewish] community to be pressured into marriage" and that "forced marriage [w]as an 'alien concept' in Judaism and that consent is required to ensure the marriage is valid".
4. When the first article was shared on Twitter, the link included a photograph of several men in ultra-Orthodox Jewish dress.
5. The second article reported that "Boris Johnson has described forced marriage in the ultra-Orthodox Jewish community as a 'despicable, inhuman and an uncivilised practice'" and that his spokesman had told another newspaper that "forced marriages have 'no place whatsoever in Britain or anywhere in the

world". The article reported that these comments followed on from the report referred to in the previous article under complaint.

6. The second article also appeared online under the headline "Forced marriage in ultra-Orthodox Jewish community 'despicable', says Boris Johnson". The online version contained the same information as the one in print, and repeated the claims that the think tank's founder had said "anti-Semitism is being weaponised as a 'fig leaf' to shut down reports of forced marriage in Orthodox communities". It also contained a reaction from the founder of the think tank referred to in the first article who stated that the Prime Minister had "rightly condemned forced marriage – there is no ambiguity in his statement. We condemn all coercive practices that fly in the face of the liberty that all citizens should enjoy".

7. The complainant, a membership organisation for ultra-Orthodox Jewish organisations, whose CEO was quoted in the online version of the first article, said that both the articles were inaccurate in breach of Clause 1. With regards to the first article, it said that the reference to the report was not prominent enough in the article, and therefore that a reader who only scanned the article, or read just the headline, would be given the misleading impression that forced marriages were common in the ultra-Orthodox Jewish community. It stated that it was misleading to state that anti-Semitism was used as a "fig-leaf", as the report itself did not contain these words, and only stated that criticism of the community "may lead to accusations of anti-Semitism". The complainant said that on this basis the headline of the online version was not supported by the text, and also breached Clause 1(iv) as it stated as fact that anti-Semitism is weaponised as a fig leaf by the ultra-Orthodox Jewish community, when it should have been attributed as conjecture by the authors of the report.

8. The complainant said that by describing the think tank as tackling "extremism" the article inaccurately implied that the complainant's community was made up of extremists, which was bolstered by the inclusion of the photograph of people in ultra-Orthodox clothing which appeared when the article was shared on social media. In addition, the complainant said that, as the article related to the community the complainant represented, the newspaper should have contacted the complainant for comment in advance. It said it was not enough to include the comments from its CEO without putting the allegations to it directly.

9. With regards to the second article, the complainant said it was inaccurate to report that the Prime Minister had "described forced marriage in the ultra-Orthodox Jewish community as a 'despicable, inhuman and an uncivilised practice'" and that in fact the quote supplied by the spokesperson had condemned forced marriages in general, and had not specifically targeted the ultra-Orthodox Jewish community. The complainant noted the online version of the first article contained a statement about forced marriage which had made clear it was "not a problem specific to one country or culture". It said the second article contradicted this. The complainant contacted Number 10 and provided the correspondence, which said that when the spokesperson had been asked

about “specific concerns”, it responded with “general lines that forced marriage has no place in the UK” and gave the following stock lines:

All forced marriage has no place whatsoever in Britain or anywhere in the world.
- There have been significant steps taken since 2010 to tackle the practice and the Government has already significantly strengthened the law on forced marriage and introduced lifelong anonymity for victims. - This Government will continue to work with the police, other agencies and partners abroad to do all we can to combat forced marriage and support victims. Details: In 2014 the Government made forced marriage a criminal offence. In 2017, we introduced lifelong anonymity for forced marriage victims to provide them with further protection and help ensure that perpetrators are brought to justice.

10. The publication did not accept a breach of the Code with regard to either article. In the first article, it confirmed that the think tank’s report did not directly refer to the use of anti-Semitism as a “fig leaf”. However, it said that it was the quote of the think tank’s founder, which was included in the article, that provided the basis for the use of this term. The publication said that the founder went further than the report, and her quote justified the use of the term ‘fig leaf’ as well as the headline of the article. It drew particular reference to the following sections of the quote: “we don’t have time for anti-Semitism to be eradicated before we address harms being perpetrated in our community [...] For too long we have been asked to stay silent on anything that can be perceived as criticism of our community for fear of stoking anti-Semitism: it is just wrong [...] We must not allow anyone to manipulate bigotry as a fig leaf for harmful practices”. The publication said that where the founder had stated that the subject of forced marriage was shut down on the grounds that to discuss the subject is anti-Semitic, then it was not misleading for the article to characterise anti-Semitism as being weaponised.

11. The publication said that the article was not confusing comment, conjecture or fact – it said it was a factual account of the findings of the report. It also said the quotes from the founder of the think tank were attributed to her and were clearly her comments on the findings of the report.

12. The publication said that the report focused on forced marriage within some ultra-Orthodox communities, and therefore the article was clearly referring to sections of the community represented by the complainant. It said that where arranged marriages move into coercion it becomes a criminal offence of forced marriage. It said that the word “extremism” was therefore not misleading for parts of the community who broke the law in this way and fell short of the general norms of society in this way.

13. The publication said that it was not a failure to take care to not contact the complainant for comment prior to the publication of either article. It said the article was a report about the findings of a respected think tank into the issue of forced marriage in some sections of the ultra-Orthodox Jewish community. It said that the complainant’s CEO had given an in depth, broadcast interview

responding to the findings of the report which was extensively quoted in the article, and that there was no additional requirement to approach Interlink Foundation under Clause 1(i).

14. With regards to the second article, the publication said that another newspaper had asked the Prime Minister's spokesperson at a parliamentary lobby a question about forced marriages in the ultra-Orthodox Jewish community. The reporter had spoken to the other newspaper on the phone after the lobby, and it had provided the publication with the specific question it had asked the spokesperson, as well as the response. The question had been: a "new report [...] highlighting the prevalence of forced marriage in the ultra-orthodox Jewish community has called on the government to 'ensure that education around forced marriage will be included in the mandatory Relationship and Sex Education', and to bring criminal prosecutions for those conducting religious only ceremonies, particularly for children under 18 years old. What's the PM's reaction to this, and the report, and will these recommendations be followed up?" The publication did not have a recording of the response; however it confirmed that when asked specifically about the findings of the report into forced marriage in the ultra-Orthodox Jewish community, the Prime Minister's spokesperson responded with the "stock line" set out at paragraph 9. The publication said there was no doubt that the Prime Minister was being asked to respond directly to the calls to the government arising from the report by the think tank, and that it was irrelevant in the context of the question put to him, and the article under complaint, that he held the same view about forced marriage generally.

15. Whilst the publication did not accept a breach of the Code, it offered to publish the following clarifications in its first substantial response to IPSO's investigation. It offered to publish the following in print in the corrections and clarifications column:

In an article 'Forced marriage has no place in Britain, PM' (12, Feb) we quoted Boris Johnson's response to a direct question about forced marriages in ultra-orthodox Jewish communities, which was the subject of a think tank report. Mr Johnson answered the question directly whilst also condemning all forced marriages.

And as a footnote to the online article:

CLARIFICATION: Boris Johnson's response to the direct question about forced marriages in ultra-orthodox Jewish communities also condemned all forced marriages.

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

16. The first article was a news report on the think-tank's findings, and contained quotes from various sources which were clearly attributed respectively. The complainant had concerns that the headline of the online version was not supported by the text, and it stated anti-Semitism was used as a "fig leaf" as fact, when this was an opinion. The Committee noted that headlines are summaries of articles, and should be read with the article, rather than in isolation. The term "fig leaf" in the headline of the online article was in quotation marks – indicating that this was a quote. Where the article went on to include the quote the term derived from, and explain the basis of the headline, the headline was supported by the text, and comment and fact were distinguished. There was no breach of Clause 1 on this point.

17. The article had stated in its opening paragraph that anti-Semitism was weaponised as a "fig leaf" to shut down reports of forced marriage in ultra-Orthodox Jewish communities. It did not say that this term was contained in the report – in fact it confirmed that it was the "think tank" that had warned this. The founder of the think tank had given a quote, reported in the article, which stated that the community "had been asked to stay silent on anything that can be perceived as criticism of our community for fear of stoking anti-Semitism [...] We must not allow anyone to manipulate bigotry as a fig leaf for harmful practices". The Committee considered that this quote, by the think tank's founder, could be characterised as stating that the think tank had warned that anti-Semitism was being used as a "fig leaf" to stop reports of anti-Semitism. There was no breach of Clause 1 on this point.

18. The think-tank had been described as "the nation's first think tank to tackle extremism in Judaism". This description reflected the purpose of the organisation, as stated by the think tank itself, and the complainant was not in a

position to state what the think tank's aims were. The article did not report that all members of the ultra-Orthodox community were extremists, and there was no breach of Clause 1 on this point.

19. The article reported on the findings of a published paper, as well as containing quotes from the think tank's founder, a government spokesperson, and publicly available quotes from the complainant's CEO (in the online version of the article only). It was not necessary for the publication to go to the complainant for comment where it was reporting the facts of the report, and quotes from other people, which did not contain direct allegations against the complainant. There was no failure to take care under Clause 1(i) on this point.

20. The second article reported that "Boris Johnson has described forced marriage in the ultra-Orthodox Jewish community as a 'despicable, inhuman and an uncivilised practice'". Both parties accepted that, in fact, the exact wording of the response had been about forced marriage in general, rather than within the ultra-Orthodox Jewish community. The publication had said the quote could be attributed as relating specifically to the ultra-Orthodox community as it had been in response to a specific question about the think tank's report about the community. Whilst the publication was entitled to offer its own interpretation of the response – including the fact that it had been given in answer to a specific question about the occurrence of the practice within a particular community – the Committee found that it was misleading to report as fact that Boris Johnson had said that forced marriage in the ultra-Orthodox Jewish community specifically was a "despicable, inhuman and an uncivilised practice" without making clear in the article that this phrase had been used as part of a comment on the practice generally. The publication had not taken care not to report the response in a misleading way, and the Committee therefore established a breach of Clause 1(i).

21. The quote, and the focus of the article on the ultra-Orthodox Jewish community, was the central point of the article, and it did not report the context in which it had been given. The article suggested as fact that the Prime Minister had condemned the practice within a specific community, which was not the case. This was significantly misleading and required correction.

22. The publication offered to publish a clarification on this point. However, this clarification stated that the Prime Minister had "also" condemned all forced marriages. This did not make clear that in fact, whilst the Prime Minister had been responding to a direct question, he had only condemned forced marriage in general, and had not referred to a specific community. The clarification was, therefore, also misleading as it implied that the Prime Minister had condemned both forced marriage in general and in the ultra-Orthodox Jewish community specifically. As the clarification did not identify the original inaccuracy and put the correct position on the record, there was a further breach of Clause 1(ii).

Conclusion(s)

23. The complaint was partly upheld under Clause 1.

Remedial Action Required

24. Having upheld a breach of Clause 1, 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 terms and placement of which is determined by IPSO.

25. The Committee considered that the publication did not take the necessary care when reporting the context in which the Prime Minister's quote had been given. The Committee considered what remedy was appropriate to the breach. It noted that the publication had offered a clarification during IPSO's investigation. While the Committee had ultimately concluded that the clarification offered was not sufficient for the reasons explained, given the publication's offer to clarify and the nature of the misleading statement, it concluded that the appropriate remedy was the publication of a correction to put the correct position on record.

26. The Committee then considered the placement of the correction. It should appear in the established print corrections and clarifications column. If the publication intends to continue to publish the online article without further amendment, the correction on the article should be published immediately beneath the headline. If the article is amended, the correction should be published as a footnote which explains the amendments that have been made. It should state that it has been published following an upheld ruling by the Independent Press Standards Organisation. The full wording and position should be agreed with IPSO in advance.

Date complaint received: 22/04/2021

Date complaint concluded by IPSO: 04/11/2021

Appendix C

Paper No.	File Number	Name v Publication
2262	03315-21/04322-21	Ruayrungruang v The Daily Telegraph/The Sunday Telegraph
2272	05779-21	Dyess v thesundaytimes.co.uk
2276	04283-21	Friel v thejc.com
2279	04302-21	Lovatt v thenational.scot
2289		Request for review
2264	03308-21	Reed v Mail Online
2270	02862-21	Catsleford Farm v Daily Mirror
2283	01987-21	A woman v asianimage.co.uk
2296		Request for review
2303	00006-21	Hackett v Hull Daily Mail
2301		Request for review
2257	03211-21	Brown v The Courier
2294	06462-21	Benwell v plymouthherald.co.uk
2305		Request for review
2318		Request for review
2322		Request for review