

MINUTES of the COMPLAINTS COMMITTEE MEETING
Wednesday 20 December 2017 at 10.30 am
Gate House, 1 Farringdon Street, London EC4M 7LG

Present Alan Moses (Chairman)
Richard Best
Nazir Afzal
Janette Harkess
Gill Hudson
David Jessel
Andrew Pettie
Neil Watts
Miranda Winram
Peter Wright
Nina Wrightson

In attendance: Bianca Strohmann, Head of Complaints
Matt Tee, Chief Executive Officer
Charlotte Urwin, Head of Standards

Also present: Members of the Executive:

John Buckingham
Alistair Henwood
Vikki Julian
Madeline Palacz
Holly Pick
Lauren Sloan
Abigail Tuitt
Hugo Wallis

Observers: Jonathan Grun, Editors' Code of Practice Committee

1. Apologies for Absence

Were received from Lara Fielden.

2. Declarations of Interest

Andrew Pettie declared an interest on item 8. He left the meeting for this item. Peter Wright declared an interest in items 9 & 12. He left the meeting for these items.

3. Minutes of the Previous Meeting

The Committee approved the minutes of the meeting held on 15 November.

4. Update by the Chairman – oral

The Chairman thanked the Committee for their work in 2017. He also thanked Alistair Henwood and Abigail Tuitt, who would be leaving IPSO in January 2018, for their work while at IPSO.

The Chairman updated the Committee on the progress of the Judicial Review, and let them know that no announcement on the implementation of Section 40 was expected before 2018.

5. Matters arising

There were no matters arising.

6. Complaint 18685-17 Evans v The Argus (Brighton)

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

7. Complaint 19498-17 Perrin v The News (Portsmouth)

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

8. Complaint 13405-16 Allardyce, Moloney and Curtis v The Daily Telegraph

The Committee discussed comments from the complainant's representative, and agreed how it wished to respond. A copy of its revised ruling appears in **Appendix C**.

9. Complaint 16829-17 Warwickshire Police v The Sun

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

10. Complaints not adjudicated at a Complaints Committee meeting

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

11. Update by Head of Standards – Oral

The Head of Standards updated the Committee on action she had taken following previous rulings, in which they had expressed concern about particular conduct.

12. Any other business

- (i) 19577-17 Campaign Against Antisemitism v telegraph.co.uk

The Committee discussed the complaint, and decided not to take forward a complaint from the CAA as a representative group under the terms of Clause 12.

- (ii) 17481-17/17499-17/17500-17 Stunt v Mail Online/Daily Mail/The Mail on Sunday

The Committee affirmed the terms of its ruling.

13. Date of Next Meeting

The date of the next meeting was confirmed as Wednesday 31st January 2018.

The meeting ended at 13.00

APPENDIX A

Decision of the Complaints Committee

18685-17 Evans v The Argus (Brighton)

Summary of complaint

1. Paul Evans complained to the Independent Press Standards Organisation that The Argus (Brighton) breached Clause 12 (Discrimination) of the Editors' Code of Practice in an article headlined "Man with one leg had child porn", published on 22 September 2017.

2. The article reported that the complainant had pleaded guilty to possessing indecent images of children. The headline and text referred to the complainant's physical disability. It also included a photograph of the complainant leaving court, in which his disability was visible. The article appeared online in substantively the same format, headlined "Amputee Paul Evans from Peacehaven faces jail after being caught with child porn on his computer".

3. The complainant said that the repeated references to his disability in the headline and body of the article were not justified or relevant to his crimes. He said that the references were included in an attempt to shame and mock him, and to suggest a link between his offences and the fact that he is physically disabled. He also believed the accompanying photograph was used to further draw attention to his disability, and added to the suggestion of a link. The complainant said that, as a result of the article, he had received online abuse about his disability.

4. The complainant also said that a number of user comments on the article had made pejorative reference to his disability. He argued that, as some comments were marked as 'deleted', it appeared that all comments were subject to editorial control, and so the newspaper was responsible for their compliance with the Code.

5. When contacted, the newspaper immediately accepted that the complainant's disability was not relevant to the story, and should not have been referenced. It said that the article had been written by a trainee reporter, who had made reference to the complainant's disability because it was visible in photographs taken outside court. The newspaper said it was regrettable that the references to the complainant's disability had been included in the article and said it had reminded all reporters of the obligation to comply with the terms of Clause 12. The newspaper maintained that there was no intention to make prejudicial reference to the complainant on the basis of his disability.

6. As soon as the complaint was received, the newspaper offered to remove all references to the complainant's disability from the online article, if this would fully resolve the complaint. It also offered to either publish an apology or write a personal letter of apology to the complainant. The complainant said that the references should be removed, but that he would still pursue a complaint to IPSO. Following further correspondence, and 8 days after the complaint was received, the online article was amended to remove all reference to the complainant's disability.

7. The newspaper did not accept that the user generated comments on the article fell within IPSO's remit, as they were not subject to editorial control. When the newspaper first contacted the complainant after receiving his complaint, the complainant had said that he had seen discriminatory comments posted online and mentioned social media. The newspaper had explained to the complainant that what he did was not responsible for comments made on any other websites or by individuals on social media. During direct correspondence with the newspaper the complainant referred to the comments section of the website generally, and in response the newspaper told the complainant that it does not monitor or pre-moderate comments. The newspaper said that it had made the complainant aware of its policy in relation to reporting online comments, and how to bring a specific comment to the attention of the moderator. The newspaper said that comments appeared as "deleted" on its online articles only when they had been brought to the moderator's attention through this process. At a later stage in correspondence, the complainant had drawn one specific comment on the article to the attention of the editor which he believed to be discriminatory in breach of the Code. Shortly afterwards, this comment, and all others, were deleted and individuals were no longer able to comment on the article.

Relevant Code Provisions

8. Clause 12 (Discrimination)

- i) The press must avoid prejudicial or pejorative reference to an individual's, race, colour, religion, sex, gender identity, sexual orientation or to any physical or mental illness or disability.
- ii) Details of an individual's race, colour, religion, gender identity, sexual orientation, physical or mental illness or disability must be avoided unless genuinely relevant to the story.

Findings of the Committee

9. The terms of Clause 12 (ii) are particularly relevant to cases in which a person is accused or convicted of serious crime, where there is a danger that an unjustified link may be created in the mind of a reader between a person's characteristics and their criminality, even if only by inference. The complainant's conviction for charges of possessing indecent images of children was plainly irrelevant to his physical disability, and referring to his condition in this context was discriminatory, notwithstanding the fact that the reference itself had not been pejorative.

10. This was a serious and unjustified breach of the Code, and the Committee was extremely concerned that by the newspaper's account, it appeared that a trainee journalist had been unaware that the terms of Clause 12 applied in this situation, and had published an account of a criminal case on serious charges without appropriate oversight. This represented a serious failure in relation to both staff training and editorial oversight of material published by the newspaper.

11. The Committee was also deeply concerned about the newspaper's handling of the complaint. Editors are not obliged to remove online material on receipt of a complaint, and there may be very good reasons why they would decline to do so in a particular case. Nor can the Committee compel the removal of online material. In this case, however, the newspaper had immediately accepted that the article had breached the Code, and had been told by the complainant that he was receiving abuse related to his disability because of the continued publication of the reference to it online. In these circumstances, the newspaper's decision to make its offer to remove the material conditional on the complainant agreeing not to pursue his complaint further, was not a suitable or satisfactory response.

12. The photograph included in the article simply showed the complainant leaving court after his hearing. It is normal for court reports to include a photograph of the defendant, often taken as they leave court to show their likeness in the article and to identify them to the public. That the complainant's disability could be seen in the photograph was not discriminatory and did not represent a breach of the Editors' Code.

13. The regulation by a publication of reader comments on its website falls within IPSO's remit only when a specific breach of the Editors' Code has been alleged, and it can be shown that they have been subject to some level of editorial control. While the complainant had raised concern about online comments made in relation to this article, it was not initially clear that he was referring specifically to comments on the newspaper's website. The newspaper had made the complainant aware of the procedure for reporting specific comments for moderation, as it does not moderate all comments left on their articles. The one comment the complainant did report was removed, and he had not reported any other specific comments he believed to be discriminatory to the newspaper. In these circumstances, the reader comments did not fall within IPSO's remit.

Conclusions

14. The complaint was upheld.

Remedial action required

15. Having upheld the complaint, the Committee considered the remedial action that should be required. Given the nature of the breach, the Committee decided that the appropriate remedy was the publication of an upheld adjudication. Also, given the seriousness of the breach, and the Committee's concern regarding the newspaper's handling of the complaint, IPSO will consider separately what further action is appropriate to address what appear to be matters of significant concern.

16. In relation to the adjudication, the article had been published on page 9 of the newspaper. The adjudication should therefore be published on page 9, or further forward.

17. The wording of the headline to the adjudication should be agreed with IPSO in advance, or in the absence of agreement, as determined by the Complaints Committee. It should refer to IPSO, include the title of the newspaper, make clear that the complaint was upheld, and refer to the subject matter of the article.

18. The adjudication should also be published on the newspaper's website, with a link to the full adjudication (including the headline) appearing on the homepage for 24 hours; it should then be archived in the usual way.

19. The terms of the adjudication to be published are as follows:

Following an article published by the Argus on 22 September 2017 headlined "Man with one leg had child porn" (in print) and "Amputee Paul Evans from Peacehaven faces jail after being caught with child porn on his computer" (online), Paul Evans complained to the Independent Press Standards Organisation that The Argus (Brighton) breached Clause 12 (Discrimination) of the Editors' Code of Practice. IPSO upheld the complaint and has required The Argus to publish this decision as a remedy to the breach.

The article reported that the complainant had pleaded guilty to possessing indecent images of children. The headline and text referred to the complainant's physical disability.

The complainant said that the repeated references to his disability in the headline and body of the article were not justified or relevant to his crimes. He said that the references were included in an attempt to shame and mock him, and to suggest a link between his offences and the fact that he is physically disabled. The complainant said that, as a result of the article, he had received online abuse about his disability.

When contacted, the newspaper immediately accepted that the complainant's disability was not relevant to the story, and should not have been referenced. It said that the article had been written by a trainee reporter, who had made reference to the complainant's disability because it was a visible in photographs taken outside court. The newspaper said it was regrettable that the references to the complainant's disability had been included in the article and said it had reminded all reporters of the obligation to comply with the terms of Clause 12. The newspaper maintained that there was no intention to make prejudicial reference to the complainant on the basis of his disability.

As soon as the complaint was received, the newspaper offered to remove all references to the complainant's disability from the online article, if this would fully resolve the complaint. It also offered to either publish an apology or write a personal letter of apology to the complainant. Following further correspondence, and 8 days after the complaint was received, the online article was amended to remove all reference to the complainant's disability.

The terms of Clause 12 (ii) are particularly relevant to cases in which a person is accused or convicted of serious crime, where there is a danger that an unjustified link may be created in the mind of a reader between a person's characteristics and their criminality, even if only by inference. The complainant's conviction for charges of possessing indecent images of children was plainly irrelevant to his physical disability, and referring to his condition in this context was discriminatory, notwithstanding the fact that the reference itself had not been pejorative.

This was a serious and unjustified breach of the Code, and the Committee was extremely concerned that by the newspaper's account, it appeared that a trainee journalist had been

unaware that the terms of Clause 12 applied in this situation, and had published an account of a criminal case on serious charges without appropriate oversight. This represented a serious failure in relation to both staff training and editorial oversight of material published by the newspaper.

The Committee was also deeply concerned about the newspaper's handling of the complaint. Editors are not obliged to remove online material on receipt of a complaint, and there may be very good reasons why they would decline to do so in a particular case. Nor can the Committee compel the removal of online material. In this case, however, the newspaper had immediately accepted that the article had breached the Code, and had been told by the complainant that he was receiving abuse related to his disability because of the continued publication of the reference to it online. In these circumstances, the newspaper's decision to make its offer to remove the material conditional on the complainant agreeing not to pursue his complaint further, was not a suitable or satisfactory response.

APPENDIX B

Decision of the Complaints Committee 19498-17 Perrin v The News (Portsmouth)

Summary of complaint

1. Gillian Perrin complained to the Independent Press Standards Organisation that The News (Portsmouth) breached Clause 6 (Children) of the Editors' Code of Practice in an article headlined "NAME THEM", published on 27 October 2017.
2. The article reported that the police were appealing for the public's help to identify thirty individuals who they wished to contact as part of its investigation into public disorder at a football match; spectators had reportedly "ran across the pitch aggressively" and further disorder and bad behaviour was reported to have occurred outside of the stadium, following the match. On the front page of the newspaper, images of the thirty individuals had been published. This included an unpixelated image of the complainant's son, who had attended the football match.
3. The article was published online in substantively the same format, headlined "PICTURES: Police release 30 photos after Pompey disorder". This article originally included an unpixelated image of the complainant's son.
4. The complainant said that the newspaper had published the image of her son, who was thirteen years old at the time, without her consent. She said that this had caused great distress to them both. The complainant provided a copy of a letter received from the police which stated that her son had "been identified from CCTV footage as being part of...these incidents". It also outlined that the police would not prosecute the complainant's son for his involvement in the incident, but that it would take steps proportionate to his age and lack of previous convictions.
5. The newspaper did not accept that there had been a breach of the Code. It said that the images were published in good faith, as part of an ongoing police inquiry into a serious crime. The newspaper explained that it had initially been contacted by the police press office, who asked if it wanted to publish the story. Having agreed, the newspaper said that the police then supplied it with a press release and the images of the individuals, for the purpose of publication.
6. The newspaper said that the aim of publishing the images was to identify those pictured. Given the nature of the police appeal, it was not made aware of the names or ages of the individuals and so was not able to carry out the usual checks prior to publication. The newspaper said that as such, it did not consider the publication of the images against the terms of the Code.

7. The newspaper said that following publication, the police informed it once any pictured individual had been successfully identified and requested that their images were pixelated in the online article. The newspaper said that the complainant's son's face had been obscured following the police's request, and before the complainant had made her complaint. His image was not re-published in print.
8. The newspaper said that although it could not have considered the complainant's son's age prior to the publication of his image, its publication was justified in the public interest, in line with detecting or exposing crime or serious impropriety. Nevertheless, the newspaper offered to publish a follow-up article which would outline that the complainant's son had cooperated with the police investigation.

Relevant Code Provisions

9. Clause 6 (Children)

- i) All pupils should be free to complete their time at school without unnecessary intrusion.
- ii) They must not be approached or photographed at school without permission of the school authorities.
- iii) Children under 16 must not be interviewed or photographed on issues involving their own or another child's welfare unless a custodial parent or similarly responsible adult consents.

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 or will become so.
4. Editors invoking the public interest will need to demonstrate that they reasonably believed publication - or journalistic activity taken with a view to publication - would both

serve, and be proportionate to, the public interest and explain how they reached that decision at the time.

5. An exceptional public interest would need to be demonstrated to over-ride the normally paramount interests of children under 16.

Findings of the Committee

10. The Code provides specific and important protection to children. The fact that the complainant's son was suspected of being involved in criminal activity was a matter which clearly related to his welfare. Clause 6 was engaged by the publication of a photograph of him, without parental consent. An exceptional public interest was required, to override the child's right to protection from intrusion.

11. The photograph had been provided to the newspaper by the police, and it had been published to assist the police in the identification of individuals suspected of engaging in criminal activity. The public interest in exposing or detecting crime is specifically recognised in the Code. The newspaper had considered the public interest prior to publication, albeit not in relation to Clause 6, as it had not been aware of the complainant's son's age. The Committee noted that editors should be vigilant regarding the ages of photograph subjects to prevent an inadvertent breach of Clause 6. In this case, there was an exceptional public interest in publishing the boy's photograph, and there was no breach of Clause 6. Nonetheless, the Committee welcomed the publication's decision to swiftly remove the complainant's son's photograph, when the police confirmed that he had been identified.

Conclusions

12. The complaint was not upheld.

Remedial action required

13. N/A.

APPENDIX C

Decision of the Complaints Committee Allardyce, Moloney, Curtis v The Daily Telegraph

1. Sam Allardyce, Shane Moloney and Mark Curtis complained to the Independent Press Standards Organisation that the Daily Telegraph breached Clause 1 (Accuracy) and Clause 10 (Clandestine devices and subterfuge) of the Editors' Code of Practice in the following articles:
 1. Exclusive: How Sam Allardyce tried to make as much money as possible as England manager – before his first match, published on 26 September 2016;
 2. Sam Allardyce business meetings could fall foul of world football's code of ethics, published on 26 September 2016;
 3. Exclusive investigation: England manager Sam Allardyce for sale, published on 27 September 2016;
 4. The men tasked with deciding Sam Allardyce's England job fate, published on 27 September 2016;
 5. Exclusive: Sam Allardyce may have breached FA rules after discussion about unauthorised payments to players, published on 27 September 2016;
 6. Sam Allardyce had to go – the FA couldn't employ a man who regards rules as optional, published on 27 September 2016;
 7. Money is killing football. This is how we save the game, published on 27 September 2016;
 8. Sam Allardyce, a river of money, and football's last chance to save itself from greed, published on 27 September 2016;
 9. Greg Clarke admits FA struggle to combat corruption but vows to overhaul vetting after Sam Allardyce is exposed in Telegraph investigation, published on 28 September 2016;
 10. Sam Allardyce was not 'entrapped'. He was brought down by his own misconduct, published on 29 September 2016;
 11. The value of our threatened free press is the real Sam Allardyce exposé, published on 29 September 2016;
 12. Sam Allardyce loses England job: how the world reacted to Telegraph exposé, published on 28 September 2016;
 13. The festering cesspool of greed that is at the heart of English football: What we learnt from the Telegraph's Football for Sale investigation, published on 1 October 2016.
 14. FA urged to launch corruption inquiry after Telegraph investigation, published on 28 September 2016;
 15. Sam Allardyce admits he was a 'fool' over £400,000 deal with ended his England career, published on 28 September 2016.
2. The complaint was set out in relation to the online articles listed above. In some instances, the articles also appeared in substantially the same form in print, with some appearing the day after their publication online; details are given below.

Summary of articles

3. The complaint related to 15 articles published over the course of six days, including news reports and comment pieces, which formed part of the newspaper's ten-month "Football for Sale" campaign, which it described as an investigation into "corruption in English football".

Coverage published on 26 September

4. The first article broke the story that the newspaper had conducted an undercover investigation into Mr Allardyce, the then recently appointed manager of the England football team. It reported that before Mr Allardyce had started his role as manager of the England football team, which had a salary of £3 million per year, he had been "eager to explore ways of earning even more". It said that in August 2016, less than a month after his appointment, Mr Allardyce, his "financial adviser" Shane Moloney, and his agent Mark Curtis had attended a meeting with representatives of a fictitious sports management company, created by the newspaper, who said they wished to employ Mr Allardyce as a speaker. The article reported that Mr Allardyce had seemed "unperturbed by the fact that the firm was proposing third party ownership of players, in contravention of Football Association and FIFA rules", and that 20 minutes into the meeting, Mr Allardyce had agreed, in principle, to undertake speaking engagements for a company "he had never heard of" for a fee of £400,000 a year.
5. The article quoted a number of comments said to have been made by the complainants at the meeting. It reported that Mr Curtis had explained that the speaking role "would only conflict with Mr Allardyce's day job if he was advising on players and transfers" and included comment that Mr Allardyce "did not appear to have considered the potential conflict of interest that would arise if players part-owned by the firm were selected to play for England". It was reported that, later in the meeting, the conversation "turned back to the work of the mysterious company" and that Mr Moloney had asked: "the thing they're talking about is funding football transfers, aren't you?". When the reporter said yes, Mr Curtis asked "Is that third party ownership a problem though?", to which Mr Allardyce replied "It's not a problem", and named some agents who he said had "been doing it for years". The article said that the FA's rules "explicitly outlaw any entity that is not a club from having 'any rights' in relation to the transfer of a player", but that during the meeting Mr Allardyce had "explained a way around the rules", which involved a company employing an agent, who would then represent the individual player, and who would pay a proportion of any "sell-on fees" to the company.
6. The article also described a second meeting in September 2016, attended by Mr Allardyce and the football agent, in which Mr Allardyce had "stressed" that before he could sign a contract to carry out the speaking engagements, he would have to "clear it with the FA". It said that the agent had then "turned to the subject of paying people to help secure business" and Mr Allardyce had put a napkin on his head and had said "Oh, oh, you're not, do not, I haven't heard that. I haven't heard that, you stupid man. What are you talking about? You idiot. You can have that conversation when I'm not here". It went on to say that Mr Allardyce had said "But you slipped up tonight. You can't go there any more. You can't pay a player, you can't pay a manager, you can't pay a CEO. It used to happen 20 odd years

ago, 30 years ago. You can't do it now. You can't do it now. Don't ever go there". To which the agent had replied, "No, no I wouldn't go down there".

7. The article also included a box headlined "Football for sale: What the Telegraph investigation will reveal", which explained that the newspaper had begun "investigating corruption" after receiving information that specific managers, officials and agents were taking or receiving payments to secure transfers. It went on to list what its investigation would reveal including that the assistant manager of a high-profile football club accepted a £5,000 cash "bung"; ten managers were named by players' agents as taking bribes to fix transfers; and that a senior figure at a Premier League club had helped undercover reporters to formulate a plan to bribe managers. This box was republished with the third, fifth, sixth, seventh, eighth and tenth articles.
8. The first article also included a section called "In quotes: What Sam Allardyce said", which quoted comments made by Mr Allardyce during the meetings on subjects such as the previous England manager, the Football Association (FA) and members of the royal family. This also featured in the second, third, fourth, sixth, seventh and eighth articles.
9. The main section of this article was also published in print on 27 September, under the headline "Big Sam hits the back of the net...£400,000 for four trips to Far East".
10. In the second article, the newspaper discussed the potential conflict of interest that an agreement between Mr Allardyce and a sports management company would create. It said that during the meeting with the fictitious firm, Mr Allardyce had "repeatedly" said that he would have to clear any deal with the FA, but it noted that despite this, he had held two meetings with the firm's representatives lasting a total of four hours and he had gone into detail about when he would be able to fly abroad to attend the engagements. It said that he had held the meetings "despite being aware that the firm... was interested in making money out of third party ownership of players". The main section of this article was published in print on 27 September, under the headline "Allardyce business meetings could fall foul of world football's code of ethics", while the section of quotations was published with the headline "'Woy couldn't do a talk, he'd send them to sleep...'".

Coverage published on 27 September

11. The third article appeared as the front-page "splash" in the printed newspaper, under the headline "England manager for sale". It reported on the discussions that the complainants had had with representatives from the fictitious company. It said "unbeknown to Allardyce, the businessmen were undercover reporters and he was being filmed as part of a 10-month Telegraph investigation that separately unearthed widespread evidence of bribery and corruption in British football". It reported that Mr Allardyce had said that it was "not a problem" to bypass FA rules, that certain agents were "doing it all the time", and that "you can still get around it. I mean obviously the big money's here". The article said that Mr Allardyce "now faces questions about his judgement just weeks after his first and so far only match in charge of the national side". The article said that Mr Allardyce had told the reporters that the banned practice of third party ownership was still possible in "all

parts of South America, Portugal, Spain, Belgium, all of Africa”, and when asked if it would be a problem to be involved in third party ownership, he had said “It’s not a problem”.

12. The fourth article reported that the FA’s Chairman and Chief Executive were tasked with deciding whether Mr Allardyce should be sacked as England manager following the publication of the story. It said that the Chief Executive had to make the decision just days after he started the job, and that “the speed at which he announced the probe into the affair was impressive, demonstrating the seriousness with which he [had] treated [the] revelations”. The article said that “any final decision on Allardyce’s fate will be taken by the FA board”.
13. The fifth article said that Mr Allardyce “may have breached Football Association rules after he told an agent discussing illicit payments to players: ‘You can have that conversation when I’m not here’”. It said that the FA’s rules state that any potential breach of the body’s regulations should immediately be reported to the FA, and that both the FA and Mr Allardyce had “failed to answer questions about whether he did report the conversation”.
14. The sixth article was a comment piece, written by the newspaper’s Chief Football Writer, in which he expressed his view that given the findings of the investigation, Mr Allardyce “had to go”. He explained his position that it was “not good enough” for the FA “to have a key employee who is just a little bit dodgy”, and that as England manager, you could not be “seven parts clean, and one part an unofficial advisor to mysterious businessmen on the rules to circumnavigate third party ownership”. He said that it was “not tenable for the organisation that is obliged to prosecute the rules to have at its heart a key figure who regards those rules as optional”, and that the FA could not have permitted the England manager to “brief on breaking the rules without any repercussions for his job”. This article was published in print under the headline “Allardyce had to go – the sport’s credibility is at stake”.
15. The seventh article was a comment piece, written by the Acting Chairman of the House of Commons Select Committee for Culture, Media and Sport, in which he said that the newspaper’s investigation had exposed how easy it was for people “interested in enriching themselves through sport to try to flout the rules”. It said that it was “incredible” that an England manager would enter negotiations with people he had not known to provide “insights and guidance over how they could get around regulations banning third party ownership of players”. It argued that the newspaper’s wider investigation had also revealed a “greater malaise” within football. The main section of this article was published in print under the headline “Football’s rules on cash have to be tightened”.
16. The eighth article was a leader comment piece giving the newspaper’s opinion on the story. It said that Mr Allardyce had “manifestly failed to live up to the standards expected of an England manager”, and that it was “right he has gone”, but that more was required to address the “deep and troubling problems in football”. It said that Mr Allardyce had said that any deal with the fictitious company would first have to be agreed by the FA, but he had then “immediately” begun to discuss business trips to Asia; this suggested that Mr Allardyce had “blithe confidence the FA would approve his arrangements, not fear of a rigorous watchdog”. The main

section of it was published in print, headlined "Football's poisonous river of money".

17. On 27 September, Mr Allardyce announced that he was leaving his job as England manager.

Coverage published on 28 September

18. The ninth article reported on an interview with the Chairman of the FA following Mr Allardyce's resignation, in which he said that the organisation was powerless to properly police the issue of "bungs" in football; that he had vowed to overhaul the FA's disciplinary processes; and that he had applauded the investigation. It said that, in addition to the claims against Mr Allardyce, the FA was looking into evidence that eight current and former Premier League managers had taken bribes. The article included footage of Mr Allardyce commenting that "on reflection, it was a silly thing to do, but just to let everyone know, it was to help out somebody I had known for 30 years and unfortunately it was an error of judgement on my behalf and I paid the consequences but entrapment has won on this occasion and I have to accept that". The article was published in print under the headline "'Allardyce said to me: I've been such a fool'".
19. The twelfth article discussed reactions to Mr Allardyce's dismissal and included commentary by various well-known individuals.
20. The fourteenth article said that its coverage of the issue had led to calls for a formal inquiry and for new powers for the FA. It said that in an interview, the Chairman of the FA had said that the organisation was "powerless to properly probe suspected wrongdoing". This article was published in print under the headline "FA urged to launch corruption enquiry".
21. The fifteenth article reported that the Chairman of the FA had said that Mr Allardyce had admitted that he was "a fool" to have negotiated the deal to do speaking engagements and for offering advice to businessmen on how to "get around" the FA's transfer rules. The article also included various comments on the newspaper's investigation, including one from the Acting Chairman of the Culture, Media and Sport Select Committee who had said "Allardyce's point about entrapment totally misses the point, because if it wasn't for these sorts of investigations the truth would never out. Football is incapable of investigating itself. I would much rather undercover reporters get these stories into the light of day". The article was published in print under the headline "'I've been such a fool. I've let the side down'".

Coverage published on 29 September

22. The tenth article was a leader in which the newspaper responded to Mr Allardyce's comments on its investigation. It denied that the investigation had been a "fishing expedition". It said the investigation had begun a year ago, following information that the newspaper had received from people in football "concerned about the greed, corruption and venality at its heart". The article argued that had Mr Allardyce felt uncomfortable with the tenor of the conversation at the first meeting, he could have walked away and not attended the second, longer, meeting. The

main section of the article was published in print under the headline “Fans deserve better”.

23. The eleventh article was a comment piece in which a columnist argued that the newspaper’s investigation illustrated the “importance of a vibrant, investigatory and free press”. He said the investigation had “much in common with the MPs’ expenses scandal” as many people had known what was going on, but no one had been able to prove it. He said there was “no suggestion” that Mr Allardyce had broken the law, and that “greed and conflict of interest fall into a massive category of things that are obviously wrong, but not illegal”. This article was published in print under the headline “The value of our threatened free press is the real Allardyce exposé”.

Coverage published on 1 October

24. The thirteenth article was a comment piece, by a sports columnist, in which the writer said that Mr Allardyce had been “brought down by his own greed”; he was not a “victim of entrapment”. It said he had been removed as England manager because he had “willingly provided information that would assist in the circumvention of his own employer’s rules while negotiating a commercial deal”. It said that the newspaper’s investigation had shed light on the “festering cesspool that is at the heart of English football”. The online article also included a section called “How the investigation unfolded”, which outlined the other evidence of misconduct uncovered by the “Football for sale” investigation. The main article appeared in print the following day under the headline “It’s not just Big Sam – the game itself needs to change”.
25. All the online articles, except the tenth and fifteenth, included excerpts of video footage of the complainants’ meetings with the undercover reporters, showing discussions of third party ownership and arrangements for speaking engagements. The ninth, tenth, eleventh, twelfth and fourteenth articles included footage of Mr Allardyce commenting after his dismissal as England manager.

Summary of complaint

26. The complainants said that the level of subterfuge employed by the newspaper in its “Football for Sale” investigation had been unjustified and that it had published its findings in an inaccurate and misleading way. There was no suggestion in the coverage that the newspaper had been alerted to any specific wrongdoing on their part that would justify launching an investigation using such methods, and when the investigation provided no evidence of wrongdoing, it had nonetheless published the material and based false allegations on it. The complainants denied any prior wrongdoing which could have justified the subterfuge. The publication of these serious and false claims had grave consequences, in particular for Mr Allardyce.
27. The complainants said that taken as a whole, and particularly in the context of the “Football for sale” investigation, the coverage suggested that they were guilty of wrongdoing amounting to corruption and that Mr Allardyce had been caught in a “corruption case”. This was inaccurate; the comments they had made during the meetings with the undercover reporters, which were the alleged basis for these

claims, had not indicated any corruption. The impact of the allegation of corruption had been strengthened by the newspaper's failure to follow through with its claim that as part of the series it would expose further football managers' misconduct, and by its failure to give sufficient weight to the fact that Mr Allardyce had repeatedly made clear that any deal with the fictitious company would first need to be cleared by the FA.

28. To support this position, the complainants pointed to various references to "corruption" in the coverage: the twelfth article, which quoted a Spanish publication, AS, saying "The Telegraph catch coach in corruption case using hidden camera"; the box "Football for Sale", which was repeated throughout the coverage, and stated that the newspaper's investigation had been into "corruption in football"; the eighth article, which only named Mr Allardyce, had said "corruption in football is not a victimless crime"; the ninth article which asserted that the FA had admitted that it struggled to combat corruption, but had vowed to overhaul vetting as "Sam Allardyce is exposed"; the tenth article, an editorial about Mr Allardyce, which asserted that there were "laws against bribery and corruption that the authorities must use if evidence exists"; the thirteenth article, which said that Mr Allardyce was the investigation's "most significant exposure"; the fourteenth article which referred to "corruption" in the headline, had been accompanied by an image of Mr Allardyce and had failed to make clear that the corruption allegation did not relate to him. The print version of the fourteenth article had also referred to the newspaper's investigation as a "bungs" probe, giving the impression that Mr Allardyce's alleged "lapses of judgement" related to bribes. In addition, the sixth article had implied that Mr Allardyce was dishonest and "dodgy", and had said that "as the Telegraph's investigation into corruption unfolds...there may be other allegations that trigger investigations from the FA's governance department".
29. The complainants also denied the claims in the coverage that Mr Allardyce had "tried to make as much money as possible before his first England match"; that he had been "unperturbed" that the fictitious firm had been proposing third party ownership of players in contravention of FA and FIFA rules; that he had known the company to be "engaging in the third party ownership of football players"; that Mr Allardyce had set out a way of "working around the rules"; that he had given advice on how to break FA rules; and that Mr Curtis and Mr Allardyce were guilty of a "flagrant abuse of the [FA] rules". They said that the newspaper had misrepresented Mr Allardyce's knowledge of the rules and the information he had provided during the meetings.
30. The complainants said that it was clear from the footage of the meetings that Mr Allardyce had emphasised that any deal with the firm would need to be cleared by the FA. Furthermore, it was obvious that he believed that third party ownership was still allowed in certain countries, but not in England, and he had described how to work within the rules. Indeed, after the story was published, the FA had confirmed before the Commons Select Committee of Culture, Media and Sport that Mr Allardyce had stated the correct legal position with regards to third party ownership under the rules of the English game. The complainants noted that the FA website stated:

The holding of the economic rights in a player by third parties may be allowed in other countries. The FA's regulations do not prohibit the signing of a player by an English club where third parties hold an interest in a player. Before a player can be registered to play in England the regulations require the English club to buy out any interests that may be held by third parties in the player.

They also noted that under FIFA rules, third party agreements in existence before 1 May 2015, when FIFA banned the practice, are entitled to continue until their contractual expiration.

31. The complainants also considered that the newspaper had misled readers by suggesting that Mr Allardyce had failed to consider potential conflicts of interest. The footage demonstrated that he had emphasised throughout the discussions that he would have to seek clearance from the FA before entering into any agreement, which clearly showed that he was conscious of issues surrounding conflict of interest. They identified the first, second and third articles as examples of insufficient weight being given to this. Furthermore, Mr Curtis had not said that any proposed role would "only" conflict with Mr Allardyce's role as England manager if he was advising on players and transfers, as stated in the first article.
32. The complainants said that the newspaper had inaccurately reported in the second article that Mr Allardyce's business meetings "could fall foul" of FIFA's code of ethics, and in the seventh article that Mr Allardyce and Mr Curtis had "attempted to flout the rules". It was not against the rules for Mr Allardyce to attend the meetings. Furthermore, as previously stated, he had emphasised that any commercial agreement would have to be approved by the FA.
33. The complainants said that the seventh article, a comment piece, had also inaccurately referred to a "deal" to "provide insights and guidance over how they could get around regulations banning third party ownership of players"; there had been no such negotiations or deal discussed. Rather, the discussion had concerned engagements to do public speaking with FA approval. The impression that the "deal" was to do with giving guidance on third party ownership had also been given by the tenth and thirteenth articles. In addition, by comparing Mr Allardyce's conduct to the MPs' expenses scandal, the eleventh article had misleadingly suggested that his actions were criminal and dishonest. Furthermore, this article had inaccurately suggested that Mr Allardyce had been guilty of having acted in conflict of interest when, in fact, he had made clear that any deal would require FA clearance.
34. The complainants said that it had also been inaccurately reported in the fifth article that Mr Allardyce may have breached FA rules because he had failed to report that he had witnessed a discussion about unauthorised payments to players. They said that no such rule existed. Regardless, Mr Allardyce had immediately condemned the football agent's comment and the agent had confirmed that no such payment would ever be made. There was therefore no misconduct to report, and no breach or potential breach of FA rules. They additionally noted that the rules prohibited an agent from offering or seeking to offer any consideration of any kind to players, and there were no players present at the meetings.

35. The complainants said that there was no evidence to support the assertion made in the fifteenth article that Mr Allardyce had “admitted he was ‘a fool’ to have negotiated a £400,000 speaking engagement deal and had advised a group of businessmen how to ‘get around’ the FA’s transfer rules”. He had not agreed to a £400,000 deal, or said that he was a fool to do so, and he had not said that he had done this to help a friend.
36. The complainants said that while Mr Moloney worked for a chartered accountancy firm, he was not Mr Allardyce’s financial adviser and he did not act as his accountant, as stated in the first article. This inaccuracy was significant as the article suggested that Mr Moloney had held himself out as an Independent Financial Advisor, when he was not registered or qualified as one, and it had incorrectly suggested that Mr Allardyce had arranged for his financial adviser to attend the meetings.
37. The complainants said that the newspaper’s public interest justification was insufficient to justify its intrusive methods. It had provided no evidence to suggest that Mr Allardyce had previously treated commercial opportunities with a lack of caution, and so the basis for its suspicion appeared to be speculative. There was no public interest in the fact that Mr Allardyce was willing to discuss commercial opportunities. While football fans may have been interested in this, the reports should have been balanced against the fact that he had made clear that any such offer would need to be cleared by the FA; that he had not taken up other opportunities; and that he was limiting the amount of commercial work he would do.

Summary of newspaper’s response

38. The newspaper said that it had been essential for it to use subterfuge to carry out its ten-month investigation into corruption in football, which was clearly of significant public interest. Football was a major industry, estimated to have a value of more than £5billion per annum, and the integrity of the game was vital to those who worked in it, as well as to its thousands of spectators and sponsors. The broader investigation had yielded numerous stories in the public interest: it had reported that eight Premier League managers had received “bungs”; an assistant manager at a Championship club had accepted a cash payment for helping an agent sign his players; the owner of a Championship team had given advice to businessmen on ways around FA and FIFA rules on third party ownership; and the chairman of a Belgian club had offered to help a fictitious firm to get around third party ownership rules.
39. The newspaper said that football was a subject about which thousands of people felt passionate in the UK. The behaviour of the sport’s senior figures, such as the England manager, and the level of respect they showed to the rules of the game and its institutions were therefore matters of public interest. When Mr Allardyce was appointed England manager, his behaviour and attitude were subject to a higher standard, and whether he met those expectations was a subject worthy of investigation.
40. The newspaper gave a detailed explanation of the origins of its investigation, and how it had come to include Mr Allardyce. It said that several confidential sources,

who it had believed to be credible and reliable, had made direct and specific allegations of serious misconduct against a closed group of agents, former players turned agents, and current and former managers, including Mr Allardyce. It was clear that few – if any – of its sources would be prepared to speak on the record.

41. In light of the information the newspaper had gathered, a senior editorial executive and the Deputy Editor authorised an undercover investigation to appeal to the alleged perpetrators' interest in financial gain. As the sources' information concerned criminal activity within this "closed group", the alleged perpetrators would not have shown their hand if approached directly. It was decided that a sports representation and management business would be a plausible and suitable cover story, as it would allow those being investigated to refuse to engage if they felt uncomfortable about the topics being discussed. It was set up in November 2015, with the approval of a senior editorial executive. The newspaper provided dated emails, demonstrating the editorial consideration given to the decision to engage in subterfuge.
42. The newspaper accepted that it had engaged in a sustained level of subterfuge; however, it considered that given that the reporters were investigating allegations of illegality, its actions had been warranted and proportionate. It had followed all its internal protocols in relation to the investigation, with consent being sought from the appointed responsible senior editorial executive before each step was taken, in consultation with the Editorial Legal Director.
43. The newspaper said that in spring 2015, the Head of the Investigations Unit received confidential information alleging serious misconduct on behalf of football managers and agents. It was unable to disclose the identity of the source of the initial tip-off, or to give clear detail regarding the information he had provided in case it identified him, but his professional qualifications and reputation were such that the newspaper had considered that his testimony was credible. This source had also made serious allegations concerning Mr Allardyce's conduct.
44. For some months, the Head of the Investigations Unit carried out desktop research and had discussions with confidential sources and contacts. The newspaper established that there was a closed group of agents, former players turned agents, and current and former managers who were heavily involved in various forms of corruption in its broadest sense. In spring and summer 2015, several confidential sources also made direct and specific allegations against Mr Allardyce; these allegations were later repeated and also related to Mr Curtis. It was clear that few – if any – of its sources would be prepared to speak on the record.
45. The newspaper considered that, following information it had received from a specific football agent, it had sufficient grounds to investigate whether Mr Allardyce might be open to forming an inappropriate commercial relationship with a sports management and marketing agency. The reporters also believed that such a meeting was required in order to confirm the relationship the football agent had claimed to have with Mr Allardyce. It had proceeded with activity relating specifically to Mr Allardyce on this basis.
46. The newspaper said that the subterfuge had revealed information of significant public interest. As the manager of the England football team, Mr Allardyce was a

figurehead for the sport, who was held to a higher standard than others. His employer, the FA, was the body responsible for setting, upholding and policing standards in the game. Its investigation had established that he and the other complainants were content to enter discussions and a commercial arrangement with a company that they had known to be interested in developing third party ownership of football players, which is prohibited by the FA and FIFA. Such an arrangement would also have created a conflict of interest for Mr Allardyce, and so his preparedness to continue the discussions following the first meeting, at which third party ownership had been discussed, had shown a lack of judgement. The investigation had also demonstrated that Mr Allardyce was willing to detail what he believed to be a method of working around these rules. In addition, his disparaging comments about a number of senior managers and players had also shown a lack of judgement. Furthermore, Mr Moloney and Mr Curtis, who had attended the first meeting as Mr Allardyce's advisers, had failed to alert him to the possible risks he was taking. There was a clear public interest in reporting that the most senior and highest profile FA employee had shown poor judgement and contempt for the organisation and the rules.

47. With regards to the complainants' concerns under Clause 1 (Accuracy), the newspaper said that it had accurately reported the findings of the investigation, and it had taken care to contact the complainants for their comment before publication, but it had received no response.
48. The newspaper said that it had accused Mr Allardyce of greed, lack of judgement and conflict of interest; at no point had it accused him of corruption or of breaking the law. It had also made clear throughout the coverage that Mr Allardyce had repeatedly said during the meetings that any deal would have to be approved by the FA. It cited a number of examples, including the first article which had quoted Mr Curtis that Mr Allardyce would "have to run it past the powers that be" before he could commit to anything, and the second article, which had said in the third paragraph that Mr Allardyce had "repeatedly said that he would have to clear the deal with his employer, the FA, before putting pen to paper".
49. The newspaper said that it had carefully described Mr Allardyce's scheme regarding third party ownership as a "way of getting around" the FA rules, to "evade" those rules or as a "workaround". The only reference to "breaking the rules" had been made in the final paragraph of the sixth article under complaint, which was a comment piece. There was nothing else in that article which suggested that Mr Allardyce had broken the rules, and as such, it was not significantly misleading. Nevertheless, the newspaper offered to publish a clarification in print and online to address this point.
50. The newspaper said that it was true that Mr Allardyce had sought to "make as much money as possible" before his first match as England manager. This was based on the fact that he had met with "businessmen" with a view to securing a £400,000 deal as an adviser and speaker, on top of his £3million salary. It said that many football fans would have seen this as distasteful.
51. The newspaper also considered that it had accurately reported that Mr Allardyce had been "unperturbed" that the firm offering him speaking engagements was proposing third party ownership of players, and that he had entered negotiations

- to provide insights on how one could get around rules on third party ownership. During the first meeting, the reporters had made clear that the company was proposing to enter such arrangements. The complainants had been content to allow the discussion to continue, Mr Allardyce and Mr Curtis were prepared to attend further meetings, and Mr Allardyce had given advice during those meetings.
52. The newspaper said that contrary to the complainants' claims, Mr Allardyce had not advised on how third party ownership rules could be worked around in regions in which he believed it was permitted; it was clear that he had intended for his proposal to operate in the UK from his comment that "obviously the big money's here". It was also clear from the way in which the conversation had developed that the complainants had known that third party ownership was problematic.
53. The newspaper also stood by its claim that Mr Allardyce did not appear to have considered potential conflicts of interest: simply attending the first meeting raised such a conflict. It argued that whatever he had understood to be the rules regarding third party ownership, he had failed to consider that a conflict of interest would arise if players owned by the firm which he was advising were selected to play for England. In response to the complainants' claim that no such conflict could have arisen because third party ownership is banned in the UK, the newspaper said that Mr Allardyce's workaround was covert: no one would know that the player was part-owned because the sell-on fee would be channelled through the agent as commission. The complainants had also been aware that the company was interested in developing an agency business. This would have posed a further conflict of interest because a company representing players who could be picked for the England squad would be paying the England manager.
54. The newspaper noted that during the first meeting, Mr Curtis had said that Mr Allardyce's relationship with the company could "grow down the line", and it considered that such an open proposition for future engagement created a current conflict of interest. It also argued that meeting the firm with a football agent also gave rise to potential conflicts of interest. It denied that Mr Allardyce's assertion that any deal would require clearance from the FA remedied the lack of judgment demonstrated by the complainants' attendance at the meeting.
55. The newspaper said that it was accurate that Mr Allardyce's business meetings "could fall foul of world football's code of ethics". The Code of Ethics, published by FIFA, stated that managers and others bound by the Code "shall avoid any situation that could lead to conflicts of interest. Conflicts of interest arise if persons bound by the Code have, or appear to have, private or personal interests that detract from their ability to perform their duties with integrity in an independent and purposeful manner". The newspaper argued that Mr Allardyce was using his role as England manager to secure a lucrative deal and was committing to travelling to the Far East four times a year despite his England commitments; he should not have put himself in a position of engaging with a firm whose stated purpose was to invest in football players. It said that it had not asserted as fact that he had breached the Code of Ethics.
56. The newspaper said that it had accurately reported that Mr Allardyce may have breached FA rules after entering into a discussion about unauthorised payments to players. Mr Allardyce should have reported that the football agent had made

an improper suggestion. It was not the case that because he had made clear that he would not be making such payments, that the matter did not need to be reported. It was clear from Mr Allardyce's assertion that "you can have that conversation when I'm not here" that he was licensing the discussion as long as it took place when he was not present. Furthermore, his phrase "I haven't heard that. I haven't heard that", appeared to acknowledge that he was well aware that such behaviour was still going on, and his comment "you can't go there anymore" indicated that he was fully acquainted with the concept of improper payments, which should have been reported to the FA.

57. The newspaper also disputed that it had inaccurately reported the comments made by Mr Allardyce following his dismissal. It had clearly attributed the claim that Mr Allardyce had referred to himself as "a fool" to the Chairman of the FA, and it had accurately reported Mr Allardyce's comments that he had only agreed to the deal to help set a friend up in business, rather than for his own personal profit. During his conversation with the reporter, the Chairman of the FA had said:

I said to Sam, 'What have you done?' He just said, 'Greg, I've been such a fool'. It really was a grown-up meeting. He wasn't in denial, he didn't try to say, 'This is being blown out of all proportion'. He took it on the chin and he said, 'Greg, I've let the side down'.

58. The newspaper said that the reporter's conversation with the FA Chairman, which had also been witnessed by the FA's Chief Executive, also corroborated its report that Mr Allardyce had admitted that he had advised businessmen to "get around" FA transfer rules. When asked what was the key reason for dismissing Mr Allardyce, the FA's Chief Executive had said:

I think it was specifically around the implication that we will help third parties get round FA rules. If you are there to be the rule enforcer of the game it is an impossible position. I didn't like some of the other things [in the coverage] and I thought they were poor and reflected poorly on [Mr Allardyce] and poorly on the organisation but that was the most specific thing – how do we stand up in front of clubs and say 'we want you to do x, y and z' when that would have been sort of a blind eye to condoning of circumventing rules. That was probably the pivotal thing.

59. The newspaper did not consider that it was significantly inaccurate to refer to Mr Moloney as Mr Allardyce's financial adviser. When the football agent had arranged the first meeting, he had said that Mr Allardyce would bring his agent and his "money man", and during the course of the meeting, Mr Moloney had taken the lead in negotiating the fees.

Transcript excerpt: extract of comments on seeking FA clearance, which took place at the first meeting on 19 August 2016

T: Undercover reporter

D: Undercover reporter

SA: Sam Allardyce

MC: Mark Curtis

SH: Shane Moloney

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|----|--|
| SM | What do you want from Sam, what would you be looking for? |
| D | Well I think we'd be looking at maybe four trips a year. Obviously, at our expense. Far East. It would be functions. I mean I'm talking about private functions [Someone: yeah] casinos and what not , I'm not talking about, you know, things which are gonna be in the media. um, and, it's just a kind of meet and greet role. |
| MC | With the role that he's got obviously - at the moment - [D:yes] it's slightly difficult - and the obligations, what they would be – we'd have to be very clear and precise as to what he can and [SA: Can't do] can't do [D:yes] and in terms of him advising on players and transfers and fees and things like that - I think it's possibly sticky ground that he would have to run by his employers at this moment in time. [D: yep] because there's no way he will do anything that would compromise himself or the position that he's got - bring any embarrassment on any employer - |
| D | No of course, of course. |
| MC | That's the main, that's number one. After that - so it would depend and it'd have to be clearly defined as to what his role would be- and he'd have to run it past the powers that be- [D: The FA, right yeah] at the FA, for sure. Now, there might be a different role down the line when he is no longer involved at the FA , whether it be two years, four years or wherever [D: yes,sure] but it's always good to have [D: hopefully longer, yeah] - but it's always good to have relationships for sure - [D: mm] but it'd be unfair to lead you to believe that something can happen that can't happen, and only you really know what you've got in mind at the moment. So it's important I just put down those [SA: Parameters] parameters |
| D | Yeah, well that's helpful. um I mean if you can - if you know where the parameters are then we'll - you know - we'll get them out there now and then we know what we're talking about but I mean - |
| MC | We don't...if you give us an idea of where - what you're looking for [D hmm] what you'd expect, and I can give my view on if that sounds right or wrong [D: yeah] but we'd always have to go back to them and clarify [D: yeah] what he can and can't do. Obviously it's a big and important job |

Transcript excerpt: The conversation relating to third party ownership, which took place at the first meeting on 19 August 2016

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| SH | What you thinking of doing on the football transfers financing, because that's interesting- about transfers |
| SA | No, not transfers - buying players? |

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| SH | No, they're talking about, the thing they're talking about is funding football transfers, aren't you? (to D) |
| D | Basically yes. I mean, we're trying to get players on the ground level, and if there needs to be- |
| SA | (inaudible - something like "buy a company"? - all talking over each other) |
| D | Yeah, I mean- |
| MC | Third party ownership problems though? |
| SA | It's not a problem. |
| D | Yeah, I mean there are, there are ways round that as I understand it, or ways through that |
| SA | XXXX, XXXX and XXXX, been doing it for years |
| MC | Well they do, but they sort of have a problem bringing them here, don't they? |
| SA | No. (MC: They had a problem with XXXX) Yeah, but that's ... how many years ago was that? |
| MC | Well yeah but- |
| SA | Nearly ten years ago, that. |
| MC | [Don't the Spanish deal with that here]? |
| SA | Oh, we got XXXX in. He was third-party-owned. (MC - so you say-) XXXX was third party owned when we bought him from Mexico. |
| MAN | Yeah but when you buy him from Mexico, then you own him wholly |
| SA | Yeah |
| MC | Yeah, so that's what I mean. You can't have third party ownership- |
| SA | No, you can't keep third party ownership. |
| MC | No, that's what I mean. |
| SA | Well, their money comes off the fee you pay for them |
| MC | That's right, so- |
| SA | That's what they get, they don't keep hold of the player - you can do in other countries. But when they bought the player for five hundred grand they've had him, developed him for three years, and some premier league club pays four million quid for him, they- there-those- I don't know how XXXX did it, he explained it to me - it can't go straight to you, from England, but it can be diverted, [MC: I know that's how I works, but what I mean] but then that's them releasing the player. The player's no longer theirs, (inaudible) well they've made their profit though. |
| MC | What I was meaning is, you can't part-own a player, not playing in this country |
| SA | What they would be better doing is, making sure they've got the ownership and the agent, so they own the agent, the agent works for them as well. 'Cause then the agent - if he gets sold on again, the agent will get more money if he gets sold on again, and that'll be a part of- |
| MC | They've just stopped doing that, doing it in England-(talking over each other) |
| SA | No hang on, hang on, who said they bring in the club? They pay the agent for doing the deal! |
| MC | Yup, yup, but if I bring a player to this club, you're the manager of Sunderland and say, right, sign this player, and you sign him, if you sell him, you used to be able to say, "and I'll get thirty per cent of the sell-on" |

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|----|---|
| SA | No. No. I know. But I'm not saying that. We both know. He's selling the next contract and and that next contract, you charge ten per cent of the next value of the contract. |
| MC | How can you legally tie that up? |
| SA | What? |
| MC | if it's (side letters?) only. |
| | (SA shakes his head.) No it isn't. |
| MC | How are you gonna, you can't legally tie it up though can you? |
| SA | He works for that, he works for his company. The agent. |
| MC | Yeah but how do you actually physically - so you got a player, you're gonna, sell him for thirty million pounds. And they can go and do the deal for the player, the other side. But then you've got that (inaudible) legal problems...I don't know that it can get done. |
| D | Well, it is more problematic as I understand it in, er, England. Um, but I think I mean, talking to erm, XXXX - there are possible ways through. |
| SA | I mean, it's not impossible that way 'cause XXXX is still doing it all the time, isn't he. |
| MC | Well they do it to the ones coming in |
| SA | XXXX's doing it, and then he has XXXX do the deal, do you know what I mean?[MC: yeah, yeah, I understand] and then when he goes - then that's finished, the company's made the money on the player, right, cause they've owned the player, they've come in and bought him, they've made their money on the player, the agent works for you, you're still in control of the player. The player still wants an agent, so he renegotiates the contract, and you get a percentage of the player's agent's fee, that the agent pays to you, the company, because he's done that new deal at that club, again, or they sell him on, and you're not getting a part of the transfer fee anymore, 'cause you can't do that, but because of the size of the contracts now, the contract'll be worth thirty, forty million, at ten per cent. |
| MC | Yeah I understand that |
| SA | And you've done a deal with the agent where you're getting five per cent of the agent's fee. Which is massive for doing about two hours' work like. |
| MC | And then you'll get the odd player that says no I want to change agents now |
| SA | Well yes, I mean, there'll be one or two of them but if you have- it's very difficult for them if you have a full staff, [Someone says something inaudible] for them to do that |
| SH | But you're – you're setting up a fund to buy the economic rights effectively of these players? |
| MC | Third party ownership, yup |
| D | Certainly in the places where we can do that, yeah (SA nods) |
| MC | Which places are they? |
| SA | Lots. (SA: All of South America) |
| D | Well, lots basically yeah. |
| SA | Portugal. |
| SH | (It'd take a while to try this...?) bloody (inaudible) and Argentina, remember? |
| SA | Portugal, Spain, Belgium. |
| D | Yeah, Belgium. yeah. Yeah. |

| | |
|----|--|
| SA | Africa. All of Africa. |
| SH | Yeah. But in the old days they used to have to get a work permit in the EU- |
| D | (talking over SH) Also there's always the possibility that the rules will change anyway. |
| MC | (continuing from before) They don't need that anymore. |
| SA | [shakes head in agreement and says something about Belgium] |
| | [talking over each other about work permits] |
| D | Yeah, |
| SA | They're EU nationals (...) so no work permit (...) In Belgium at 16 they get a Belgian passport (inaudible) 18 months |
| | [SH's phone rings. He picks it up.] |
| SH | (into phone) XXXX, I didn't (inaudible)...right, okay. |
| SA | You needs somebody in the staff department to be dedicated to that department, It's a well, it's a well, for many investment companies now, it's quite, lucrative, there's quite a lot doing it. It's quite, luc- |
| D | Yeah |
| SA | You know, there's millions of football players across the world with great talent (mumbles) the size of the wealth you gain from start to finish in a few weeks, and what the ones that don't work (mumbles) wouldn't have cost you that much. |
| D | Yeah. |
| SA | You know what I mean? So that, they'd cost you this much (gestures low) but the one that works (arm zooms upwards). It's like hitting the top end of the- you know. |
| D | I don't actually understand the argument against it either. I know they call it slavery or whatever but I don't understand that. |
| SA | It's football (both MAN and SA try to explain over each other) |
| MC | It's just a service isn't it |
| D | I know but they're still getting their wages aren't they, which is what they'd get anyway. So, yeah. |
| SA | Yeah, it's ridiculous. It only happens in this country. |
| D | Yeah. Yeah. |
| SA | It's only banned in this country because it- |
| SH | And France. |
| SA | And France. |
| D | Yeah. |
| SA | You can still get around it. I mean, obviously, the big money's here. |
| D | Of course. |
| SA | You know what I mean? So all the small clubs have got big money. That's the thing, so if the money, the money, if the percentage of the money from the transfer and/or the transfer fee and/or agents' fee, it's now in the, it's millions and millions of pounds. |
| SA | XXXX's agent got twenty million. |
| MC | He's not a bad thing though is it? |
| MC | What they're trying to do is that here we pay a lot more money, so if you have a player in Belgium, or Spain or Portugal, and you bring them here, that's what you're gonna get |

| | |
|----|--|
| SA | Yeah of course |
| MC | And they sorted that out via, pay, paying XXXX thirty million pounds, and XXXX have to settle their liabilities with you. It's nothing to do with the club here. |
| SA | Exactly. |
| MC | And so, they go through the lawyers. |
| SA | Your key element is your choice of, erm...who runs the business. |
| D | Yeah. |
| SA | Gets the business. Get those elements right, it's -lots and lots of money. |

Transcript: The conversation relating to unauthorised payments to players, which took place at the second meeting on 22 September 2016

M: Undercover reporter
 C: Undercover reporter
 SM: Football agent
 SA: Sam Allardyce

| | | |
|--|----|--|
| | SM | Do you know what I mean? [M: yeah, right] who'd, we're just going to put him on our books, but he makes every player in Rochdale that is coming through at 16, 17, he's telling us and we give him a few grand for doing it. Would you agree with that, Sam? Do you think that's-? |
| | SA | You wouldn't give him a few grand |
| | SM | What the player? [SA: No] You wouldn't give him anything? |
| | SA | No |
| | SM | Would you not the player? What if he's recommending a player. If he says to you, we've got this one. |
| | SA | [puts napkin over face] Oh, oh, you're not, do not, I haven't heard that. I haven't heard that |
| | SM | No no no you're right. |
| | SA | You stupid man. [S: Yeah, you're right, yeah you're right] What are you talking about? You idiot. |
| | M | It would never happen, never happen! |
| | SA | You can have that conversation when I'm not here. |
| | M | Yeah, that's right. Do you know what, we'll throw the coin at it to make it happen, I'll say that. |

Later in the conversation

| | | |
|--|----|--|
| | SA | But you slipped up tonight. |
| | SM | Once |
| | SA | You can't go there anymore. [S: what's that?] You can't pay a player, you can't pay a manager, you can't pay a CEO. It used to happen 20 odd years ago, 30 years ago. |
| | SM | No, no I said that to them |
| | SA | You can't do it now, you can't do it now. Don't, ever even go there. |
| | SM | No, no I wouldn't be going there. |
| | SA | This place is so tight, now. It's, you just daren't, daren't even think about it. We all know how deals get brokered in every business. You know what I mean, you know someone in the town hall, you know what I mean, and he gets you planning. [M: that's exactly right] You know someone in your industry. I'm sure, in Asia. [M: That's how it works for me Sam] If you do the right things, you get the right results like. |
| | M | That's how it works for me |
| | SA | But here, not here, and not in football now |
| | C | Has it just changed then over the last twenty years? |
| | SA | Oh yes. Massively. |
| | SM | I said to them from day 1, they are on that much money why would they want?- |
| | M | Yeah |
| | C | From our point of view though, the way that things are done in Asia is sometimes a bit different, but it's most important for us to just get the deals done. |
| | SA | Well that's it, but you have to take each country as it is. [C: absolutely] As what it is. Football has to be squeaky clean now. The audits, the scrutiny, the taxman. I mean the most corrupt, the most corrupt country in our country who [inaudible] be - |
| | C | The most corrupt country in the world? |
| | SA | The most corrupt business in our country would be what? You'll be shocked when I tell you this. |
| | C | Dunno, XXXX?! |
| | SM | Yeah, they must be up there |
| | SA | XXXX. |

Summary of comments relating to the transcripts

60. To support its position that it had accurately reported what had been said during the two meetings with the undercover reporters, the newspaper had initially provided extracts of transcripts of the meetings. Later, the Committee also required the newspaper to provide the complete transcripts and the accompanying recordings in order for it to properly test the accuracy of the reported claims. The

newspaper said that it had ensured that at least four of its staff had listened to the recordings before quotations had been published. For the bulk of the recordings, a single reporter had made a transcript.

61. The complainants considered that the complete transcripts provided significant further justification for their complaint. Far from treating commercial relationships improperly, Mr Allardyce had exhibited caution and had told the reporters that they would need to clearly set out their proposal, which would then need to be cleared by the FA, and due diligence would be required with respect of the company. It was also clear that Mr Allardyce had not previously entered a discussion about a potential commercial agreement; he was not, therefore, seeking to make as much money as he could from his role as England manager. The transcripts had also demonstrated that Mr Allardyce had taken the football agent to task for suggesting payments to players.
62. The complainants' key concern, however, was that the newspaper had fundamentally misreported what Mr Allardyce had said about third party ownership, which had been the focus of its exposé. They said that the transcripts showed that his proposal had not concerned transfer fees, as reported; in fact, he had said that a third party could not get part of the transfer fee because of the rules on third party ownership, but an agent working for a company could get commission on the negotiation or renegotiation of a player's contract. There was a fundamental difference between an agent receiving a percentage of a transfer fee and an agent receiving commission on a contract that he had negotiated. The advice Mr Allardyce had given would not breach FA rules and was legitimate; it was a way that companies could invest in football in the UK without falling foul of the rules on third party ownership.
63. In addition, they noted that it had been the reporter who had talked about ways of working around or through third party ownership rules, and a journalist had said that the company wanted to buy economic rights "in places where we can do that", which had led to the conversation about it being possible in certain regions. As the complainants had understood that the company was not proposing third party ownership in countries where it was prohibited, there had been no abuse of the rules or advice given on how to break them. Mr Allardyce and Mr Curtis had made clear that third party ownership would have to end when a player came to the UK.
64. The complainants said that the transcripts had shown that there had been no attempt to expose them engaging in discussions about corrupt activity, and the newspaper had admitted that it had not expected them to engage in such wrongdoing during the meetings. Furthermore, the investigation had not demonstrated that Mr Allardyce had acted without caution: the transcripts showed that he had repeatedly said that he would have to clear any deal with the FA. Mr Curtis had also said that "there is no way he will do anything that would compromise himself or the position that he's got – bring any embarrassment on any employer".
65. The complainants also considered that the newspaper had made no attempt to justify its use of subterfuge in relation to Mr Moloney and Mr Curtis, or to justify publishing photographs and videos of them obtained through subterfuge. The

transcripts demonstrated that the undercover reporters had not known who Mr Moloney was and were unaware that he was attending the meeting; they had also been unsure as to whether Mr Curtis would be attending.

66. Mr Curtis and Mr Moloney disputed that there was a public interest in reporting their lack of action in warning Mr Allardyce of the risks he was taking: the transcripts demonstrated that they had advised Mr Allardyce correctly; furthermore, the newspaper was unaware of any advice they were giving him outside the meetings. They said that there was no legal or FA reason that prohibited the discussions taking place.
67. The newspaper denied that it had misrepresented what Mr Allardyce had said about third party ownership. His proposal was an established workaround to third party ownership rules, which was being talked about in footballing circles. Moreover, it was clear that he was suggesting that money was to be passed from the agent to the fictitious company.
68. The newspaper said that Mr Allardyce had also proposed that the agent should get a ten per cent fee, when the FA rules on intermediaries recommended that remuneration for agents acting for a player in a transfer should not exceed three per cent of the player's income for the duration of the contract. This inflated percentage suggested by Mr Allardyce reinforced the idea that this was not an ordinary commission to an agent.

Relevant Code provisions

69. 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 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.

Clause 14 (Confidential sources)

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

The public interest

There may be exceptions to the clauses marked * where they can be demonstrated to be in the public interest. The public interest includes, but is not confined to:

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 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.

Findings of the Committee

70. To comply with Clause 10 of the Code, the newspaper had to demonstrate that it had a reasonable belief that subterfuge would uncover material that was in the public interest; that the level of subterfuge employed was proportionate to the public interest identified; and that it was unlikely that the material required could have been obtained by open means.
71. Due to its obligation to protect confidential sources, the newspaper had been unable to provide the primary information that had led it to investigate Mr Allardyce. However, it had explained that, in spring 2015, an individual, who the newspaper had considered to be a credible and reliable source, had made a number of serious allegations against football managers, including Mr Allardyce, and these allegations were later repeated by other sources. The newspaper had insufficient evidence to justify publication of the allegations, which have been denied by Mr Allardyce. For the purpose of its consideration of the claim under Clause 10, it was not necessary, or possible, for the Committee to make a finding in respect of the allegations which had been made by the newspaper's sources prior to the investigation.
72. The newspaper provided copies of contemporaneous email correspondence, which demonstrated that there had been senior editorial involvement at all stages of the decision-making which had led to the undercover investigation, and discussion of the public interest that would be served by it. When Mr Allardyce had

been appointed England manager, the change of circumstances led the newspaper to decide to investigate whether he would be open to forming an inappropriate commercial relationship. It had also hoped that the meetings with Mr Allardyce, would verify its sources' more serious claims.

73. Football has huge commercial value in the UK, and the integrity of the game is crucial to its millions of fans and investors. As England manager, Mr Allardyce held one of the most senior positions in English football, for which he was being paid a salary of £3 million by the FA. Given that Mr Allardyce was such a senior figure at the FA, with a high public profile, there was a strong public interest in discovering whether he might be prepared to enter into an inappropriate commercial relationship given the sources' allegations of previous misconduct, which appeared to the newspaper to be credible. The newspaper had first engaged in a general process of information gathering, examining in detail the claims made by its sources. As the newspaper's sources were not willing to speak on the record, and given the nature of the allegations, the Committee was satisfied that the newspaper could not have obtained this further material evidence by open means; it was reasonable for it to have believed that it could only be obtained through subterfuge.
74. The newspaper had set up a company, created an elaborate back-story, and its undercover reporters had attended two meetings with the complainants lasting approximately four hours in total. While this did represent a sustained level of subterfuge, this was a productive and proportionate way to investigate the types of commercial relationships which Mr Allardyce was prepared to enter into and whether further material evidence could be obtained to support the allegations which had been made by the newspaper's sources. The Committee noted that the meetings had mimicked professional approaches which Mr Allardyce could have encountered in his professional life, and the newspaper's contact with the complainants had been limited to two occasions. There had been no attempt to gain information from Mr Allardyce in relation to his private or personal life. The Committee was satisfied that the level of subterfuge used in the investigation was proportionate to the public interest identified.
75. To comply with Clause 10, the newspaper's decision to publish the material it had obtained also had to be justified in the public interest. The complainants had raised serious concerns about the accuracy of the newspaper's account of their conduct at the meetings, and detailed consideration of these points was required in order to assess the public interest justification for publishing the findings. However, as the Committee explains later, aside from two significant inaccuracies in accompanying comment articles, it found that the coverage of the investigation was not in breach of Clause 1 (see paragraphs 80 to 104).
76. The newspaper's investigation had not uncovered evidence that the complainants had acted illegally, and during the meetings, they had made clear that any commercial proposal would need to be clearly defined and approved by the FA before it was agreed. However, the newspaper had uncovered evidence which could reasonably be considered to demonstrate sufficiently serious impropriety on the part of the complainants to justify publication. In particular, whilst it could not be demonstrated that Mr Allardyce had broken any FA rules, he appeared to show disregard for them and had spoken disrespectfully about them to people he had

only just met. In the first meeting, he had explained a model which could be understood to result in a third party benefitting from a player's transfer fee, albeit that this was denied by the complainants. He had also said that the FA ban on third party ownership was "ridiculous". The newspaper had also gathered evidence that he was willing to negotiate speaker fees with a company that was explicitly interested in third party ownership of players. During the second meeting, he had witnessed a conversation in which a football agent appeared to suggest that an unauthorised payment could be made to a player. Although, later in the conversation, Mr Allardyce had emphasised that such a suggestion was against the rules, he had first said, "you can have that conversation when I'm not here" with a napkin placed jokingly over his head.

77. There was a clear public interest in publishing evidence that the England manager, the figurehead of the national game, had made such comments, which shed light on his attitude towards the rules of football in this country and abroad. As Mr Curtis and Mr Moloney had taken part in the first meeting as the England manager's key advisers, the reporting of their involvement was also justified.
78. The Committee was satisfied that the newspaper had justified its methods based upon the information which it had previously received from its sources, and its decision to publish the material it had obtained was also justified given the nature of the comments which had been made by the complainants at the meetings. The complaint under Clause 10 was not upheld.
79. The Committee then considered the accuracy of the coverage. The Committee had access to the recordings of the meetings between the complainants and the undercover reporters, and it gave detailed consideration to both the words spoken at these meetings, and the manner in which they were spoken.
80. The stated purpose of the newspaper's "Football for Sale" investigation had been to expose corruption in football. As part of the coverage, the newspaper had reported comments made by Mr Allardyce at two meetings with undercover reporters as the investigation's most significant exposure: the coverage opened with the front-page headline "England Manager for Sale".
81. The Committee noted the complainants' concern that by focusing on Mr Allardyce in the coverage of its investigation, which had made repeated references to bribes, bungs and corruption, the newspaper had given the seriously misleading impression that his conduct amounted to corruption.
82. The Committee considered the complainants' contention that the coverage had presented a misleading picture of their actions during the undercover investigation, and had inaccurately mischaracterised this as constituting corruption.
83. The investigation had been carried out in the context of a history of alleged corruption in football. The Committee noted that the newspaper had reported that its investigation had found evidence of illegality, including agents boasting of making payments to managers; an assistant manager accepting a bundle of cash from an agent; and footballers placing bets on their own match. None of these allegations was made against the complainants.

84. As England manager, Mr Allardyce was the highest-profile person to stand accused of impropriety. He held one of the most senior positions at the FA, the body tasked with setting and enforcing the rules of football in England. In that role, it was his responsibility to demonstrate leadership and to uphold the FA's standards, both in public and in private. A failure to do so on his part would cast serious doubt over the integrity of the game as a whole in England.
85. The newspaper reported that it had obtained evidence that Mr Allardyce would enter into discussions with representatives of a company "he had only just met" to secure a lucrative speaking deal, and that despite being made aware, at a first meeting, that the company was interested in third party ownership of players, a practice disapproved of and banned by the FA in England, he had nevertheless attended a second meeting. The newspaper had also reported that Mr Allardyce had offered advice to the company on how to "get around" rules on third party ownership, and had commented that the FA's rules on the practice were "ridiculous". The newspaper had also reported that Mr Allardyce appeared to show blatant disregard for the rules when he witnessed an agent appearing to suggest that an unauthorised payment could be made to a player, and he said that the conversation could take place "when I'm not here".
86. The coverage of Mr Allardyce's comments during the meetings was presented in the context of the newspaper's wider investigation into corruption in football. Both in the presentation of its findings, and directly in its leader columns, the newspaper had suggested that Mr Allardyce's conduct contributed to a climate in which corruption of the kind that it had sought to expose elsewhere within its "Football for sale" series of articles might be tolerated. The Committee considered that the coverage had not accused the complainants of corruption which amounted to illegality. The allegation in relation to Mr Allardyce was that he had been prepared to engage in the type of behaviour which had been identified in the articles and which could be considered to be inappropriate for somebody in his position. There was no failure to take care over the accuracy of the coverage on this point.
87. During the first meeting with the undercover reporters, the complainants had engaged in a discussion about third party ownership, a practice that is widely regarded as ethically wrong as it allows the economic rights of a professional football player to be owned or partially owned by a third party so that it may benefit financially from transfer fees. The FA banned the practice, which has been described by senior figures in football as modern-day "slavery", on the basis that it poses "an unacceptable level of risk to the integrity of our competitions". FIFA, football's world governing body, also banned the practice in 2014.
88. During the meeting, Mr Allardyce gave no indication of concern that the company was proposing to engage in the practice of third party ownership in other territories, which he knew to be banned in the UK. When the reporters explained that the company was interested in getting involved in the transfer market, Mr Curtis had questioned whether there would be "third party ownership problems", and Mr Allardyce had said that this was "not a problem", and he named two individuals who he said had "been doing it for years". Mr Allardyce then set out a model which could reasonably be understood to enable a company to benefit financially from the transfer of a player albeit not, in the complainants' contention, from a transfer fee directly. He explained that a company that owned a player

would have to release the player from ownership if they wanted to play for a team in England. In what could reasonably be understood to have been an alternative means to obtain a similar objective, Mr Allardyce suggested that, the company could then employ an agent to represent that player, and take from the agent a proportion of the agent's commission in relation to any contract negotiated in relation to the player. Unless the player later chose to change agents, the agent and the company would share the financial benefits of any future contract negotiations. Mr Allardyce also ridiculed the FA ban on third party ownership.

89. The Committee acknowledged Mr Allardyce's position that he was unaware of the extent of the ban on third party ownership, and it noted that the undercover reporter had made it clear that the company was only interested in third party ownership "in places where we can do that". However, it was also clear from the tone and phrasing of the conversation that the complainants had known that third party ownership was controversial and that it was banned in England; Mr Curtis in particular had questioned how Mr Allardyce's proposed model would work legally. Despite this, Mr Allardyce had still been willing to propose an alternative model which could reasonably be understood to achieve one of the aims of third party ownership, namely to allow a third party to benefit financially from a player's transfer fee, albeit that this was denied by the complainants.
90. The Committee noted the complainants' position that Mr Allardyce was not advocating a model which achieved the aims of third party ownership and that, instead, his comments related to the commission which could be made by a player's agent from the negotiation and re-negotiation of contracts, rather than from transfer fees. In support of this position, the complainants emphasised that Mr Allardyce had said "you're not getting a part of the transfer fee anymore, 'cause you can't do that" which they said indicated that the payment to which he was referring would not be part of the transfer fee. The complainant also maintained that the type of arrangement being proposed by Mr Allardyce is commonplace and uncontroversial as it would represent a commission on the contract sum and not a proportion of the transfer fee itself. In contrast, it was the newspaper's position that Mr Allardyce was proposing a model which would allow a third party to obtain a financial benefit from a transfer through its employment or control over a player's agent; a company would thereby profit indirectly from the player's transfer, without engaging in the banned practice of third party ownership. In support of this interpretation, the newspaper noted that Mr Allardyce's comments were made in the context of a discussion about third party ownership and that he was referring to a 10% share of a sum of £30million or £40 million. The newspaper said that these references indicated that Mr Allardyce was referring to a means by which a third party could receive a proportion of the transfer fee, and not to commission earned by the agent on a re-negotiation of a contract. The complainants disputed that this interpretation could be justified because they said that such a scheme would also breach the FA rules.
91. The Committee was not in a position to determine what Mr Allardyce had intended to mean by his comments. The Committee considered the interpretation placed upon the relevant passage of the transcript by each party, and itself considered the full transcript and the following passage, in particular:

MC: Is that the third party ownership problem?

SA: It's not a problem

UC: Yeah I mean there are, there are ways round that as I understand it, or ways through

that..

SA: [x and y] they've been doing it for years

SA: You can still get round it. I mean obviously the big money's here

SA: What they would be better doing is, making sure they've got the ownership and the agent, so they own the agent, the agent works for them as well. 'Cause then the agent - if

he gets sold on again, the agent will get more money if he gets sold on again

SA : and you get a percentage of the player's agent's fee, that the agent pays to you, the

company, because he's done that new deal at that club, again, or they sell him on, and

you're not getting a part of the transfer fee anymore, 'cause you can't do that, but

because of the size of the contracts now, the contract'll be worth thirty, forty million, at

ten per cent.

MC: I understand that.

SA :And you've done a deal with the agent where you're getting five per cent of the

agent's fee. Which is massive for doing about two hours' work

SA: You need somebody ... to be dedicated to that department ... For many investment companies now, it's quite lucrative."

92. Whilst acknowledging the complainants' alternative interpretation, given what the complainant had actually said and the context in which the comments had been made, the Committee found that the newspaper's interpretation of the comments was not unreasonable and the newspaper's report did not breach Clause 1.

93. In its coverage, the newspaper had described the method set out by Mr Allardyce variously as "a workaround"; a method by which the rules could be "circumnavigated"; and an attempt to "flout the rules". The Committee noted the complainants' complaint that these descriptions of the model proposed by Mr Allardyce were inaccurate given their position that he had not been advocating a model which would achieve the same objective as third party ownership. The Committee also noted the reliance placed by the newspaper on an article which had been written by a Portuguese sports lawyer which described a similar, although not identical, model as that proposed by Mr Allardyce as an alternative to third party ownership. Having made a finding that it was not unreasonable for the newspaper to consider that Mr Allardyce had been proposing a model by which a third party could profit from the transfer fee paid for a player, despite the ban on third party ownership, the Committee did not consider that the descriptions employed by the newspaper breached Clause 1 .

94. In the sixth article, the columnist had asked how the FA could have stood in judgement having permitted the complainant to “brief on breaking the rules”. In considering this point, the Committee acknowledged the complainants’ position that neither what Mr Allardyce had said, nor his conduct, had amounted to a breach of FA rules, and it noted the newspaper’s position in relation to the coverage as a whole that what Mr Allardyce had proposed was a “workaround”, rather than a breach of the rules. In this article, however, the newspaper had not made clear that it considered that the method proposed was a means of circumventing the rules; the article had given the significantly misleading impression that Mr Allardyce had given advice on breaking the rules. This represented a failure to take care over the accuracy of the article in breach of Clause 1(i). A correction was required in order to avoid a breach of Clause 1(ii).
95. Mr Allardyce had actively engaged in discussions with representatives of the company despite it making clear that it planned to engage in third party ownership, after which he had attended a second meeting with representatives of the firm. The Committee acknowledged the complainants’ position that the company was not proposing to engage in third party ownership in England. Nevertheless, the newspaper had been entitled to report its view that Mr Allardyce had been “unperturbed” that the company had been proposing third party ownership of players (a practice which is in contravention of FA rules and will be in contravention of FIFA rules following the end of the transitional period), and to report that he had known the company to be “engaging in the third party ownership of football players” given that the company had clearly expressed an interest in doing so. There was no breach of the Code on these points.
96. While the Committee did not find that the newspaper’s report of Mr Allardyce’s comments on third party ownership had been in breach of Clause 1 for the reasons explained above, it was concerned that the seventh article had asserted that Mr Allardyce had entered negotiations “to provide insights and guidance over how [the firm] could get around regulations banning third party ownership of players”. In fact, although Mr Allardyce had arguably discussed how rules on third party ownership could be evaded, the proposal was for him to undertake speaking engagements on behalf of the firm. The Committee acknowledged that this reference appeared in a comment piece; nonetheless, it was an inaccurate factual assertion that had given the significantly misleading impression that Mr Allardyce had chosen to pursue actively the possibility of receiving payment specifically in return for advice on how third party ownership rules could be circumvented. This was a significant distortion of the true position and represented a failure to take care over the accuracy of the article in breach of Clause 1 (i). A correction was required in order to avoid a breach of Clause 1 (ii).
97. The newspaper had also accused Mr Allardyce of failing to consider potential conflicts of interest that would arise if he agreed to work for the sports management company. The Committee noted that it was not against FA rules for the England manager to explore commercial opportunities, and it acknowledged that Mr Curtis had emphasised during the first meeting that before any agreement was made, the proposal would need to be precisely defined and cleared by the FA. Mr Allardyce had also repeated this position at the second meeting.

98. However, the Committee considered that the transcript and the recordings indicated that Mr Allardyce had not raised and, therefore, appeared not to have considered the conflict of interest that could potentially arise from an association with a company which would benefit, indirectly via an agent, from a player's increase in value if he were selected to play for England. Furthermore, the Committee found that there was a distinction to be drawn between the complainants' evident concern not to be found to be in breach of FA rules, and a direct expression of concern by Mr Allardyce, himself, in relation to the propriety of his activities. At multiple points in the transcript, the complainants referred to FA rules, but the Committee concluded that the newspaper was entitled to take the view that this did not extend to a personal concern on Mr Allardyce's behalf about his conduct. While he had said that any deal would need to be cleared by the FA, he had still attended a meeting with a company when he had known very little about its background; he had discussed the details of the proposed trips abroad and the fee; and he had said that "in principle" the speaking arrangements would be "okay". He had also shown no concern that the company was proposing to engage in third party ownership in territories where it was still permissible, in circumstances where the practice had been banned in England by his employer. Mr Allardyce had, in fact, ridiculed the ban when he had said at the first meeting with the reporters that it was "ridiculous". Further, he had attended a second meeting with the firm in the knowledge of its intentions, at which he appeared to countenance discussions by his close associates of the practice of unauthorised payments to players, so long as he was not personally involved. The newspaper was entitled to take the view that Mr Allardyce's conduct demonstrated that he personally had failed to give proper consideration to potential conflicts of interest; the newspaper's characterisation could be justified and was not significantly misleading. There was no breach of the Code on this point.
99. The Committee noted that the first article had reported that Mr Curtis had explained that the role would "only" conflict with Mr Allardyce's job as England manager if he advised on players and transfers. In fact, he had said:

We'd have to be very clear and precise as to what he can and can't do and in terms of him advising on players and transfers and fees and things like that – I think it's possibly sticky ground that he would have to run by his employers at this moment in time.

While Mr Curtis had not expressly stated that there was only one potential area of conflict for Mr Allardyce, he had identified that advising on players and transfers was a key area of potential conflict. The article had also included his more general position that any agreement would have to be cleared by the FA, but Mr Curtis had not identified any further specific potential conflicts of interest about carrying out the speaking engagements which would require clearance. He had said "as for going and meeting someone on his own spare time and a company that he likes, that you kindly invite him over and pay a fee for him to attend something is not an issue". In this context, the article had not given a misleading impression of the comments Mr Curtis had made about potential conflicts of interest, and this point did not represent a significant inaccuracy that required correction. There was no breach of the Code on this point.

100. The Committee noted the complainants' concern that, in the fifth article, the newspaper had inaccurately reported that Mr Allardyce "may have breached FA rules" by failing to report the comments made by the football agent about making unauthorised payments to players. The complainants denied that this was the case. However, the article had not stated, as fact, that the conversation breached FA rules; this was clearly conjecture, and the article had made the basis for the conjecture clear. It had accurately described the conversation, including the fact that Mr Allardyce had said that such payments to players could not be made, and it had quoted the relevant section of the FA's "Rules of the Association", which state that "a Participant shall immediately report to The Association any incident, facts or matters which may constitute Misconduct." Similarly, the second article, which reported that Mr Allardyce's meetings "could fall foul of world football's code of ethics", speculated as to whether Mr Allardyce had breached FIFA rules on conflicts of interest, and it had made clear that Mr Allardyce had said "repeatedly" that any deal would need to be cleared by the FA. It is not the role of the Committee to make a finding in relation to the application of the FA rules or any code of ethics. Whilst the Committee acknowledged that the complainants did not accept the newspaper's interpretation of the rules and the obligations imposed by the code, the newspaper had identified the basis for its view and had distinguished clearly between comment, conjecture and fact. There was no breach of the Code on these points.
101. Mr Allardyce had been appointed England manager on 22 July 2016. On 19 August 2016, the complainants had arranged to meet undercover reporters, claiming to represent a sports management company, in order to discuss the possibility of Mr Allardyce being paid to undertake speaking engagements. During the meeting, Mr Curtis had suggested a fee of £400,000 for four engagements, which would be paid to Mr Allardyce on top of his £3million England salary. Although the complainants had made clear that there was a limit to the amount of work Mr Allardyce could accept due to his role as England Manager, and Mr Curtis had stated that this was the only commercial opportunity that he had so far explored, the newspaper had been entitled to take the view that Mr Allardyce's attendance at the meeting demonstrated that he was keen to capitalise on his role as England manager. The Committee also noted the newspaper's point, in support of this view, that Mr Allardyce had not yet met the England team at the time of the first meeting. That Mr Allardyce had "tried to make as much money as possible as England manager" would have been understood to be the newspaper's comment and was not significantly misleading. There was no failure to take care over the accuracy of the coverage on this point.
102. The complainants also disputed the report that Mr Allardyce had admitted he was "a fool" to have advised on how to "get around" the FA's transfer rules. The fifteenth article made clear that the source of this report was the Chairman of the FA, Mr Clarke, who reported Mr Allardyce's admission as being an answer to the question "What have you done?" and also reported that Mr Allardyce "wasn't in denial" and said "I've let the side down". This conversation and those reported comments by Mr Allardyce were in the context of the allegation against Mr Allardyce that he had advised as to how to "get around the rules". In those circumstances it was not inaccurate for the newspaper to link Mr Allardyce's reported admissions that he had been a fool and had "let the side down" to the accusations made against him and to the background to the meeting with the

Chairman. There was no failure to take care over the accuracy of the article on this point.

103. The complainants said that the newspaper had inaccurately described Mr Moloney as Mr Allardyce's financial adviser. However, Mr Moloney worked for an accountancy firm; he had attended the meeting with the reporters as Mr Allardyce's business associate; and he had introduced the subject of fees. In these circumstances, the brief reference to him as financial adviser to Mr Allardyce was not significantly misleading. The newspaper had not given the inaccurate impression that he was registered as an Independent Financial Advisor. There was no breach of the Code on this point.
104. The complainants had identified two inaccuracies, which required correction under the terms of the Code. The newspaper had offered to correct the assertion in the sixth article that Mr Allardyce had "briefed on breaking the rules". As such, there was no breach of Clause 1 (ii) on this point. However, it had not offered to correct the report in the seventh article, that he had entered negotiations "to provide insights and guidance over how [the firm] could get around regulations banning third party ownership of players". This represented a breach of Clause 1 (ii).

Conclusion

105. The complaint was not upheld under Clause 10. It was upheld under Clause 1 in relation to two articles.

Remedial action required

106. 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.
107. In this case, the complainants had identified two significant inaccuracies that represented a breach of Clause 1(i), which required correction. The newspaper had not offered to publish a correction to address one of these points.
108. Having considered the nature of the inaccuracies, and their relatively limited prominence within the coverage as a whole, the Committee considered that the appropriate remedial action was the publication of a correction. This correction should appear on page four of the newspaper, where the sixth article had appeared, or further forward (the seventh article had appeared on page 22). It should also appear at the top of the articles as they appear online.
109. The correction should state that it has been published following an upheld ruling by the Independent Press Standards Organisation, and it should make clear that Mr Allardyce did not brief undercover reporters on breaking the rules, and he did not enter negotiations to provide guidance on how to get around rules on third party ownership. The full wording should be agreed with IPSO in advance.

APPENDIX D

Decision of the Complaints Committee 16829-17 Warwickshire Police v The Sun

Summary of the Complaint

1. Warwickshire Police complained on behalf of a person that the conduct of a journalist acting on behalf of The Sun breached Clause 2 (Privacy), Clause 3 (Harassment) and Clause 11 (Victims of sexual assault) of the Editors' Code of Practice.
2. The complainant was a victim in a criminal case concerning allegations of non-recent sex offences. The defendants had been found guilty. The complainant alleged that the journalist's enquiries during the course of this trial had amounted to harassment. They also said that the journalist's conduct had identified them as a victim of sexual assault, and had intruded into their privacy.
3. The complainant said that a journalist acting on behalf of the newspaper had telephoned their partner, having obtained the number from an occupant of their previous address. The partner had passed the phone to the complainant. During that call, the journalist had asked if they wished to comment on the criminal case, and the complainant had said "I have had enough to do with this now and don't want anything else to do with it. I am not interested in giving a story". The reporter had then tried to persuade them to give their story, and they restated that they did not wish to do so. The reporter then said that he would give them time to reconsider and would call again the following day, and the complainant told him not to bother; they were not interested; they had already been through the matter in court.
4. The complainant said that they were contacted a second time the following day and again they had made clear that they had no interest in speaking to the press and reiterated that they wanted to put the whole matter behind them.
5. A third telephone call was made to the complainant's partner the following day. The complainant said that the journalist had asked their partner to persuade them to change their mind about giving their story, and they informed him that they were definitely not interested. The reporter was told to stop calling, and no further contact was made. The complainant considered that they should not have been contacted in any form at any time as they had been assured by the police that their identity and privacy would be protected.
6. The complainant expressed concern that, in order to obtain their number from the occupants of their previous address, the circumstances of the criminal case may have been passed to those third parties, thereby identifying them as a victim.
7. While the newspaper expressed regret that the enquiries of its journalist had caused distress, it did not accept that it had breached the Code. It acknowledged the complainant's position that they should not have been contacted at any stage; however, it considered that victims of sexual assault often wanted to speak to the press as it allowed them to express how the events had made them feel, and it might provide publicity for the case and encourage other victims to come forward. It said that the public interest is served when victims choose to speak to the press about their experiences, and argued that any finding that it had intruded into the complainant's privacy simply by contacting them would seriously compromise other victims' right to freedom of expression. It noted that two other victims involved in the case had wanted to tell their stories, and it provided examples of the resulting coverage.
8. The newspaper said that when the telephone number had been obtained from the occupants of the complainant's previous address, the journalist had not disclosed that their enquiry related to the criminal case or the complainant's connection to it.

9. The newspaper said that each conversation had lasted less than a minute, and was cordial; no attempt had been made to meet the complainant face-to-face. It said that the complainant had not indicated during any of the calls that they felt intimidated or harassed, or shown any signs of distress.
10. The newspaper denied that the journalist had attempted to “persuade” the complainant to tell their story; it said that the calls were so brief that no meaningful attempt could have been made. It said that, during the first call, the complainant told the reporter that only their partner was aware of their involvement in the case and that they did not wish to be the subject of an article. The journalist had then asked them to think about it over the weekend. In the second call, the complainant had said that they were not interested in doing a story, but they were polite and courteous. Several days later, the journalist called again with the intention of passing on his number, in case the complainant later changed their mind about speaking to the newspaper. The complainant’s partner answered the phone, and informed the reporter that they would definitely not be making a statement. The newspaper said that the reporter’s recollection of the third phone call differed from that of the complainant; he had not been asked to stop calling, but had told the complainant that he would not get in touch again.
11. The newspaper said that while the complainant said that they had felt harassed by the phone calls, this was not communicated to the journalist, such that he would have reasonably understood that the complainant was making a desist request. If it had been communicated, the journalist – who was very experienced and used to dealing with sensitive situations – would not have called again.
12. While the newspaper did not accept a breach of the Code, in order to resolve the matter, it offered to make a donation to a charity of the complainant’s choice and to write a private letter of apology. It also offered to meet with Warwickshire Police to discuss the best way to find balance in reporting on sexual assault cases.

Relevant Code Provisions

13. 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.

Clause 3 (Harassment)*

- i) Journalists must not engage in intimidation, harassment or persistent pursuit.
- ii) They must not persist in questioning, telephoning, pursuing or photographing individuals once asked to desist; nor remain on property when asked to leave and must not follow them. If requested, they must identify themselves and whom they represent.
- iii) Editors must ensure these principles are observed by those working for them and take care not to use non-compliant material from other sources.

Clause 11 (Victims of sexual assault)

The press must not identify victims of sexual assault or publish material likely to contribute to such identification unless there is adequate justification and they are legally free to do so.

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

14. Victims of sexual assault are granted anonymity both in law, and under the Code, in any reports of a criminal trial for sexual offences. However, they will not generally remain anonymous within court proceedings themselves, and so journalists who are attending court, as part of their crucial role in ensuring open justice, will have access to victims' identities. In some instances it is appropriate and justified, as part of reporting on a case involving sexual offences, to seek comment from the victims: they may wish to speak about their experiences and the impact of the crimes on them. However, such contacts must be made with appropriate regard for the extreme sensitivity of the circumstances.
15. The Committee acknowledged the complainant's position that, as a victim of sexual assault, they should not have been contacted by a journalist at all. The terms of Clause 3 do not seek to prevent journalists from making enquiries in sensitive circumstances. Rather, the Clause is intended to protect people from repeated unwanted and unjustified approaches from members of the press. Clause 3(ii) makes clear that journalists should not continue to contact people when asked to desist. The Committee emphasised that this should not be interpreted so narrowly such that a request would only be effective were individuals to use a very specific form of words. A request to desist could take many forms, and should be effective provided it should convey to a journalist that an individual does not wish to be contacted further.
16. The parties had provided differing accounts of what had been said during the first phone call. It was accepted that the complainant had told the reporter that they did not wish to be the subject of an article, and the reporter had said that he would call again to allow them time to consider it. The complainant had contended that they had then told the reporter "not to bother", but this was not accepted by the newspaper. The Committee considered that if the complainant had made such a comment to the reporter, making the second telephone call could have represented a failure to respect a request to desist.
17. During the second call, the complainant had again made clear that they did not wish to provide any material for publication. Clause 3 makes clear that journalists should not persist in calling

when asked to desist. Given that this was a story about the complainant that was extremely personal and sensitive in nature, to call a third time, when the complainant had twice made clear that they did not wish to speak, and where the reporter had no reason to believe that circumstances had changed, was unreasonably persistent and unjustified. This represented harassment, in breach of Clause 3. This conduct was not justified by the public interest in reporting the criminal case. The complaint under Clause 3 was upheld.

18. The reporter had obtained the complainant's contact details by visiting their previous address. The Committee noted the complainant's concern that the resident of this address may have understood that they were a victim of sexual assault due to the reporter's enquiries. The reporter denied that he had told this third party the subject of the story he was researching; and said that he had not identified the criminal case. There were no grounds to believe that the reporter had disclosed private information about the complainant by asking the third party for their contact details. There was no breach of Clause 2.
19. The Committee also considered whether the terms of Clause 11 were engaged by the complaint that the complainant had been identified as a victim of sexual assault to a third party in conversation. The Committee concluded that the wording of Clause 11 was ambiguous on this point, and it took the opportunity to draw this issue to the attention of the Editors' Code of Practice Committee for its consideration as part of the next Code Review. In this instance, however, the newspaper had not identified the complainant as a victim of sexual assault through making its inquiries, nor had it published material which identified the complainant or was likely to identify them. There was no breach of Clause 11.

Conclusion

20. The complaint was upheld.

Remedial action required

21. Having upheld the complaint, the Committee considered what remedial action should be required.
22. In circumstances where the newspaper had breached Clause 3, the appropriate remedy was the publication of an adjudication.
23. The complaint did not relate to any published material, and so the Committee considered carefully where the adjudication should appear. The breach of the Code was serious, and so the Committee decided that the adjudication should appear on page 2 of the newspaper. 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.
24. It should also be published on the publication's website, with a link to the full adjudication (including the headline) appearing in the top 50% of stories on the publication's website for 24 hours; it should then be archived in the usual way. The terms of the adjudication for publication are as follows:

Warwickshire Police complained to the Independent Press Standards Organisation on behalf of a person that the conduct of a journalist acting on behalf of The Sun breached Clause 3 (Harassment) of the Editors' Code of Practice. The complaint was upheld, and IPSO has required The Sun to publish this decision as a remedy to the breach.

The complainants represented a victim in a criminal case concerning allegations of non-recent sex offences. The complainant alleged that the journalist's enquiries during the course of the trial had amounted to harassment. They said that they should not have been contacted at all as they had been assured that their identity and privacy would be protected.

The complainant said that the journalist had telephoned and asked if they wished to comment on the criminal case. The complainant said "I am not interested in giving a story"; the reporter said he would call back the next day, and the complainant told him "not to bother". The complainant was contacted again and repeated that they had no interest in speaking to the press. When the journalist called a third time, he was told to stop calling.

The newspaper expressed regret that its enquiries had caused distress, but did not accept a breach of the Code. It said that the public interest is served when victims choose to speak to the press about their experiences, and argued that any finding that it had breached the Code by contacting the complainant would compromise other victims' right to freedom of expression.

The newspaper said that during the brief, polite conversations, the complainant had not shown any signs of distress, which could have been understood as a request to desist. The journalist had called a third time to pass on his number. The reporter had not been asked to stop calling; rather he had told the complainant that he would not get in touch again.

As a way to resolve the matter, the newspaper offered to write a private apology, to make a charitable donation, and to meet with Warwickshire Police to discuss best practice in sexual assault reporting.

The Committee considered that in some instances, it is appropriate and justified to seek comment from victims of sexual assault so they can tell their stories. However, such contacts must be made with appropriate regard for the extreme sensitivity of the circumstances.

In this instance, it was accepted that the complainant had made clear in the first and second call that they did not wish to tell their story. Clause 3 makes clear that journalists should not persist in calling when asked to desist. Given that this was a story about the complainant, which was sensitive and personal, calling a third time was unreasonably persistent and unjustified, and represented harassment in breach of Clause 3. This conduct was not justified by the public interest in reporting the criminal case. The complaint under Clause 3 was upheld.

APPENDIX E

| Paper No. | File Number | Name v Publication |
|-----------|-------------|--|
| 1190 | 04640-17 | A woman v The Sun |
| 1191 | 07589-17 | A woman v thetimes.co.uk |
| 1192 | 17681-17 | Viridor v Manchester Evening News |
| 1196 | | REQUEST FOR REVIEW |
| 1201 | 18326-17 | Webster v Sunday Mirror |
| 1203 | 17510-17 | Evans v The Daily Telegraph |
| 1204 | 17507-17 | Evans v thesun.co.uk |
| 1205 | 17469-17 | Coles v Dartmouth Chronicle |
| 1206 | 16327-17 | Whittle v express.co.uk |
| 1207 | 17921-17 | Maguire v The Sunday Times |
| 1210 | 17508-17 | Evans v express.co.uk |
| 1211 | 18382-17 | Consultus Care & Nursing Limited v The Daily Telegraph |
| 1212 | 18496-17 | Wilson v The Times |
| 1217 | 16970-17 | Obuckowska v Mail Online |
| 1221 | 18712-17 | Purdy v mirror.co.uk |
| 1223 | 18866-17 | Baker v Mail Online |