
MINUTES of the COMPLAINTS COMMITTEE MEETING
Wednesday 13 June 2018 at 10.30 am
Gate House, 1 Farringdon Street, London EC4M 7LG

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

In attendance: Charlotte Dewar, Director of Operations
Michelle Kuhler, PA and minute taker
Bianca Strohmman, Head of Complaints
Charlotte Urwin, Head of Standards

Also present: Members of the Executive:

John Buckingham
Vikki Julian
Sophie Malleson
Thomas Moseley
Madeline Palacz
Lauren Sloan
Hugo Wallis

Observers: Jonathan Grun, Editors' Code of Practice Committee

1. Apologies for Absence

Apologies were received from Matt Tee.

2. Declarations of Interest

Peter Wright item 6 and Andrew Pettie item 9 (iii)

3. Minutes of the Previous Meeting

The Committee approved the minutes of the meeting held on 25 April.

4. Update by the Chairman – oral

The Chairman updated the Committee on recent events, including the meeting of the Board subcommittee convened to discuss Clause 12 (Discrimination) of the Editors' Code.

5. Matters arising

There were no matters arising.

6. Complaint 20864-17 Hindley v The Mail on Sunday

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

7. Complaint 20850-17 Opik v The Sun

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

8. Complaint 02804-18 A Woman v Sunday People

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

9. Any other business

(i) Complaint 20360-17 A Woman v The Northern Echo

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

(ii) Complaint 01444-18 The Department for Health & Social Care v Daily Mirror

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

(iii) Complaint 13405-16 Allardyce v The Daily Telegraph

The Committee discussed further correspondence, and agreed its response.

10. Liaison Committee Minutes 18 April

The Committee noted the minutes of the recent meeting of the Liaison Committee.

11. Complaints not adjudicated at a Complaints Committee meeting

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

12. Date of next meeting

The date of the next meeting was confirmed as Wednesday 25 July 2018.

The meeting ended at 12:40

APPENDIX A

**Decision of the Complaints Committee
20864-17 Hindley v The Mail on Sunday****Summary of complaint**

1. Danielle Hindley complained to the Independent Press Standards Organisation that The Mail on Sunday breached Clause 1 (Accuracy), Clause 2 (Privacy) and Clause 10 (Clandestine devices and subterfuge) of the Editors' Code of Practice in an article headlined "You've got so many lines you'll end up like Gordon Ramsay", published 31 January 2017.
2. Under the subheadline the "curse of the cosmetic cowboys", the article reported on an investigation conducted by the newspaper into treatments administered to members of the public by a number of beauticians. The first paragraph of the article explained that "rogue beauticians" were carrying out "dangerous and illegal procedures" and that the investigation followed a "shocking rise in cases of botched treatments". The article reported concern from a variety of sources, including doctors and beauty campaigners, that procedures which are illegal in other countries can be legally administered in the UK.
3. In a separate box under the heading "Case Study 1", the article reported that an undercover journalist had booked a 45 minute "plasma skin tightening" appointment with the complainant, who is a beautician. The article explained that there had been an increase in complaints about this treatment, which is a non-surgical procedure which stimulates and contracts the skin in order to cause tightening and lifting, and said that experts had said that it is a procedure which should only be given by qualified medics. The article reported that the complainant had assured the journalist that "nothing could go wrong, saying it was 'one of the easiest treatments I have ever learnt to do'". In the box, the article also explained that a former client of the complainant had approached the newspaper complaining of "swollen eyes" and an "array of burn marks" after receiving plasma skin tightening treatment. The article was illustrated with a photograph of the woman's eyes which had been taken 48 hours after receiving the treatment from the complainant, which showed visible red marks and swelling. The article reported the complainant's denial of "any wrongdoing" in relation to this individual, and said that the complainant had told the newspaper: "the possibility of swelling, 'was discussed in great detail, not only verbally but in the consultation form signed by the client.'"
4. The article reported that the complainant had received two days' training on plasma skin tightening. It also reported that she has a conviction for a financial crime.
5. The article appeared in substantially the same form online, under the same headline, and was published on 30 January 2017. In the online article, the information about the complainant was not presented in a separate box under the

heading "case study 1". The photograph of the complainant's former client was captioned: "'Depressed': One client of 'plasma' skin lightening 48 hours later".

6. The complainant denied that she was a "rogue beautician", or that she was a "cosmetic cowboy". She said that the article had identified her by name, had published her photograph, and had presented the information relating to her as a "case study", in the context of an article about beauticians performing treatments in an illegal or careless manner. She said that the inclusion of her details in that context was damaging to her professional reputation and significantly misleading. She said she was acting within the law and denied any wrongdoing in relation to her former client, or the service she provided to the undercover reporter: she said that the risks involved in the treatment were explained to them both by following proper procedures, both verbally during the consultation, and in writing through use of a consent form. The complainant said that she was fully qualified, trained, licensed and insured to carry out plasma skin tightening; she said that the article had created a distorted impression of her qualifications, the quality of the service which she provides to members of the public, and her legal right to carry out the procedure.
7. The complainant also raised concern about the caption below the photograph of her former client in the online article: she did not perform any treatment involving "skin lightening". She also said it was misleading to report that she had received two days training on plasma skin tightening, when she had been required to undertake 30 hours home study. She also said that she had told the reporter that she had also been required to have a Level 4 qualification in the beauty industry before being able to carry out plasma skin tightening.
8. The complainant said that the journalist had entered her home where she runs her business, and had recorded a video of her without her knowledge or permission. The complainant said that she had a reasonable expectation of privacy in her own home and in relation to the activities which took place there. She did not accept that the newspaper's intrusion into her private life and the use of subterfuge and a hidden camera, to obtain and publish the material, was justified in the public interest.
9. The complainant also said that she had a reasonable expectation of privacy over her conviction, which she said was spent. She also said that she had not been convicted for a financial crime; she had pleaded guilty to aiding and abetting her former husband who was convicted of being concerned in the management of a company while bankrupt.
10. The newspaper did not accept a breach of the Code. It said that there was no suggestion that every one of the allegations about beauticians mentioned in the main article related to the complainant. It said that the information relating to the complainant had been distinguished in a separate box, which had made clear that it is not illegal for non-medical practitioners to undertake plasma skin tightening. It said that the case study was used to illustrate one aspect of the story about medically unqualified practitioners performing potentially harmful procedures.

11. In an attempt to resolve the complaint, the newspaper offered to publish the following wording in the section of the online article which referred to the complainant, as well as in its established Corrections and Clarifications column:

"Since publication of this article we have been asked to confirm that Ms Hindley is a trained beautician who is legally entitled to carry out the plasma treatment described. The general references to "cosmetic cowboys", "rogue beauticians" and "illegal procedures" do not apply to Ms Hindley and we are happy to make that clear."

12. The newspaper said that the piece had accurately reported the complaint of one of the complainant's customers and the article had included the complainant's response to the swelling and discomfort she had experienced.
13. In relation to the caption in the online article, the newspaper said that the publication of "skin lightening" was an error that occurred when the article was re-edited for posting online. It amended the caption accordingly. The newspaper said that the error was not significant, particularly since in the online version of the article, the picture was published in the main article and was not linked to the separate panel about the complainant; it said that readers would not necessarily have known that the picture was of her client.
14. The newspaper said that it had reported the complainant's spent conviction accurately. It said that the complainant had been convicted of aiding and abetting her then husband in a £150,000 fraud for which she was given a 12 month community order and was required to pay costs.
15. The newspaper accepted that it had engaged in subterfuge when the journalist had posed as a client and had used a hidden camera, in order to obtain material about the service provided by the complainant. It said that while the terms of Clause 10 were engaged, its actions were justified in the public interest.
16. The newspaper said that it had been informed, generally, that unlicensed beauticians were offering potentially dangerous and sometimes illegal treatments that could leave clients suffering or even permanently disfigured. It said that a campaign group had informed the newspaper that they were concerned by the case of the complainant's former client, whose experience of plasma treatment had been set out in the article.
17. The newspaper said that during a meeting with the reporter and senior editorial staff, it had been decided that it was important to visit the complainant's salon in order to verify the woman's claim that the complainant had failed to offer proper warnings about the possible risks of undertaking plasma skin tightening treatment. It said that it was agreed that some subterfuge was justified both because of the great public interest in exposing dangers and also because the level of subterfuge

was relatively low and was required in order to observe the complainant's explanation of the treatment just as she would do to any other customer.

18. The newspaper said that the only information which was published that was obtained through subterfuge was the fact that the complainant had assured the reporter that nothing could go wrong. It said that this was important information since it revealed that the complainant may have been failing in a duty to protect her clients by fully informing them of the risks involved. It said that the further information relating to the complainant was obtained from interviewing her former client, talking to experts and interviewing the complainant herself after the reporter had revealed their identity. It noted that the undercover video footage was not published in the article.
19. The newspaper did not accept that the journalist's conduct amounted to an intrusion into the complainant's private life. It said that the complainant ran her business from her home and the journalist did not venture into any parts of her house which would not also be accessible to her other customers. It said that it did not publish any pictures from the complainant's home or salon, nor did it publish anything that compromised her personal privacy. It noted that the report was entirely concerned with the complainant's professional activity.
20. The newspaper said that the complainant did not have a reasonable expectation of privacy over information relating to her spent conviction. It said that details of the conviction were in the public domain, having been reported on at the time. The newspaper noted that prior to publication, the complainant had published a video on YouTube in which she had talked openly about the conviction and offered an explanation of it.

Relevant Code Provisions

21. 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 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 10 (Clandestine devices and subterfuge)*

(i) The press must not seek to obtain or publish material acquired by using hidden cameras or clandestine listening devices; or by intercepting private or mobile telephone calls, messages or emails; or by the unauthorised removal of documents or photographs; or by accessing digitally-held information without consent.

(ii) Engaging in misrepresentation or subterfuge, including by agents or intermediaries, can generally be justified only in the public interest and then only when the material cannot be obtained by other means.

The public interest

There may be exceptions to the clauses marked * where they can be demonstrated to be in the public interest.

The public interest includes, but is not confined to:

- i. Detecting or exposing crime, or the threat of crime, or serious impropriety.
- ii. Protecting public health or safety.
- iii. Protecting the public from being misled by an action or statement of an individual or organisation.
- iv. Disclosing a person or organisation's failure or likely failure to comply with any obligation to which they are subject.
- v. Disclosing a miscarriage of justice.
- vi. Raising or contributing to a matter of public debate, including serious cases of impropriety, unethical conduct or incompetence concerning the public.
- vii. Disclosing concealment, or likely concealment, of any of the above.
- viii. There is a public interest in freedom of expression itself.
- ix. The regulator will consider the extent to which material is already in the public domain or will or will become so.
- x. 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

22. The complainant was pictured and identified as a "case study" in a spread of coverage reporting on "cosmetic cowboys". As the article explained, the newspaper's definition of "rogue" behaviour was broad, and included people

carrying out “dangerous and illegal procedures”, as well as those who had “botched” treatments.

23. Given the range of issues discussed in the coverage, the Committee considered first the nature of the allegation against the complainant. Having reviewed the coverage and the text of the “case study” relating to the complainant, it concluded that there was no allegation that she had acted illegally or had carried out procedures for which she was not qualified. The suggestion, therefore, was that she was a “rogue” because she had “botched” treatments. This suggestion was strengthened by the inclusion of the complaints from her former client about the impact of the treatment. The newspaper was entitled to criticise the regulatory regime surrounding the treatments on offer. However, the newspaper had not provided, in the article or in its response to the complaint, sufficient basis for the allegation that the complainant had acted improperly or recklessly. There was a failure to take care over the accuracy of the article, in breach of Clause 1(i) and the article gave a significantly misleading impression of the complainant’s conduct, because it suggested that she was guilty of wrongdoing.

24. The Committee welcomed that the newspaper had offered to publish a correction, making clear that the general terms “cosmetic cowboy”, and “rogue beautician” did not apply to the complainant. However, its wording had not made clear that the complainant was not guilty of “botching” treatments, as the article had implied. On balance, there was a breach of Clause 1 (ii).

25. In the online article, the caption to the photograph of the complainant’s former client had claimed that she had received “skin lightening” treatment. The Committee were concerned by this error, which clearly represented a failure not to publish inaccurate information. This typographical error gave rise to the significantly misleading impression that the complainant administers a treatment which lightens a person’s skin. Such a claim required correction, under the terms of Clause 1(ii).

26. The complainant had been convicted of aiding and abetting her then husband in a £150,000 fraud; it was accurate to describe her spent conviction as a “financial crime” in those circumstances. Further, while the Committee noted the complainant’s position that she had undertaken home study and had been required to have a Level 4 entry qualification in order to administer the treatment, it was accurate to report that the training which she had obtained had taken two days. There was no further breach of Clause 1 on these points.

27. The journalist had posed as a client and had filmed the complainant through use of a hidden camera: the terms of Clause 10 were engaged.

28. The newspaper had been informed of specific concerns relating to the complainant and her administration of the plasma skin tightening treatment. The Committee noted that the decision to conduct an investigation into the service provided by her, had only been made after the reporter had consulted with senior members of the editorial staff. There was a public interest in conducting an

investigation in order to establish the veracity of the claims made by the complainant's former client, who had alleged that she had failed to provide adequate warnings of the risks involved in the treatment. It was reasonable to presume that an open approach to the complainant would not achieve this: an undercover investigation was justified in order to experience the service provided by the complainant in the way that any other client would do.

29. The Committee noted that the level of subterfuge was limited; the undercover reporter had simply discussed plasma skin tightening while in the complainant's treatment room and did not actually go through with the procedure. The misrepresentation involved the reporter posing as one of the complainant's clients; her experience of the service provided by the complainant did not differ from that of any other potential client, unknown to the complainant, who was invited into her home.

30. There was a public interest in investigating whether the complainant was providing sufficient warnings of the risks involved with the treatment, given the concerns raised about plasma skin tightening from medical professionals and campaigners. The newspaper's actions had been proportionate to the public interest in undertaking the investigation.

31. The Committee noted that the published material obtained through the use of subterfuge was limited: the article had only disclosed only a brief comment which the complainant had made to the reporter that "nothing could go wrong" and the treatment was "easy". The publication of this comment was proportionate to, and served the public interest identified by the newspaper because it related to campaigners concerns that beauticians were not giving sufficient warnings of the risks involved. The publication of this comment was justified in the public interest identified by the newspaper. There was no breach of Clause 10.

32. The Committee then turned to consider the complaint under Clause 2. The Committee noted that the conversation with the journalist had taken place at the complainant's home. However, the complainant's home had a dual purpose: it was also a location where she operated her business. There may be circumstances where an individual has a reasonable expectation of privacy in a location which is both their home, and their business premises. Whether privacy may reasonably be expected will depend on all the factors relevant to a particular case.

33. In this instance, the reporter did not enter an area of the complainant's home which would not ordinarily be accessible to her clients. Further, the video footage had captured the complainant's professional life; it captured her in her place of work, and discussing the services which she provides there. There was no reasonable expectation of privacy in those circumstances. Further, the published comments made by the complainant did not reveal any private information about her; her comments related to her profession and simply expressed her view that plasma skin tightening was a straightforward treatment, and were an attempt to

assuage the reporter's concerns. Conducting an undercover investigation in the complainant's home and reporting on the comments which she had made, did not represent a breach of Clause 2.

34. Prior to publication, the complainant had posted a video on YouTube and had discussed her recollection of the undercover reporter's visit to her home. In the video, the complainant had also talked openly and at length about her spent conviction and had also offered an explanation for it. In circumstances where the complainant had freely disclosed this information herself on a social media platform, the newspaper's disclosure of the fact that the complainant had a spent conviction in the article under complaint did not represent an intrusion into her privacy. The complaint under Clause 2 was not upheld.

Conclusion

35. The complaint was upheld under Clause 1.

Remedial Action Required

36. Having upheld the complaint in part, the Committee considered what remedial action should be required.

37. 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.

38. In this case, the newspaper had taken steps to address the concerns raised by the complainant, and had offered a correction, making clear that "cosmetic cowboys" and "rogue beauticians" did not apply to the complainant. This correction mitigated the seriousness of the breach of the Code. However, the wording had not made clear that the complainant had not been guilty of "botching" treatments, as suggested by the article. Nor had the online correction dealt with the inaccuracy about skin lightening. The Committee therefore considered that the appropriate remedy was the publication of a further correction. This correction should appear on page two of the newspaper, and at the top of the article as it appears online. The wording should be agreed with IPSO in advance. It should address the further inaccuracies identified by the Committee, and make clear that it has been published following an upheld ruling by IPSO.

APPENDIX B

Decision of the Complaints Committee
20850-17 Opik v The Sun

Summary of complaint

1. Lembit Opik complained to the Independent Press Standards Organisation that The Sun breached Clause 1 (Accuracy), Clause 2 (Privacy) and Clause 10 (Clandestine devices and subterfuge) of the Editors' Code of Practice in an article headlined "Rat Opik nuzzles lover's Lembits", published on 18 November 2017.
2. The article reported that a former partner of the complainant had "revealed" to the newspaper that in August 2016, he had "accidentally sent her pictures of him nuzzling [named woman's] boobs as she lay on a sun lounger in a bikini". The article was illustrated with the photographs which the complainant had allegedly sent; it described one of the photographs as a "saucy snap" and suggested that it showed that the complainant and the woman were "more than 'just good friends'".
3. The article explained that the complainant's former partner had approached the newspaper with the photographs several days after she had published the following tweet: "Just ended the relationship with @lembitopik – the woman with whom he spent Monday night can have him now all to herself". The Sun and other publications had published coverage which interpreted this tweet as her ending the relationship. The article said that the complainant's former partner had told the journalist: "He's always claimed they were just friends but I have had my suspicions. This picture has shows their friendship has crossed a line". The article reported that the complainant was unavailable for comment.
4. The complainant said that the photographs were private and had been published in the article without his consent. He said that they had been taken while he and the other woman had been on a private holiday together, at a location they had specifically selected because it was private. There had been no other reporting of the holiday and they had done nothing to publicise it. He explained that at the time the photographs were taken, he had been joking with his friend and several other holidaymakers, one of whom took the photograph. They were within a closed courtyard with no visual access from outside of it. He said that there was no public interest justification for publishing this photograph, which had caused severe intrusion into his life, and his relationships with his former partner and their very young child.
5. The complainant further said that the newspaper had used the photograph in order to create an inaccurate story about the nature of his relationship with the other woman; she was not his "lover", nor was he a "rat". The complaint said that the newspaper's characterisation of him in that way was misleading because it implied that he had been engaged in a sexual relationship with the woman, while also in a relationship with his former partner. He also said that it was inaccurate to report that he was "unavailable to comment" on his former partner's revelations, given that he had put the newspaper on notice in the early hours of 18th November, that he did not consent to the publication of the photographs.

6. The complainant said that contrary to the article's claim, he did not send the pictures to his former partner, accidentally or otherwise; he did not know how they had come to be sent but said it was extremely unlikely that it had been an accident as they had been transmitted as attachments in three separate emails, minutes apart. He speculated that they had been sent to her from his email account by a third party, or that they were stolen from him. He said that in those circumstances the newspaper, via an agent, had published material acquired by accessing digitally-held information without his consent.
7. The newspaper did not accept that the publication of the photograph represented an intrusion into the complainant's private life. It said that the location in which the complainant's photograph had been taken were, in was case, irrelevant. It said that he had consented to it being taken by a relative stranger, and as far as it was aware, at the time of publication, had sent the photograph to his former partner, which limited his expectation of privacy. To find that the location was relevant would be similar to asserting that newspapers cannot publish photographs which are publicly viewable on people's Facebook profiles, if those photographs were taken inside people's homes. It said that the salient point under Clause 2 was what the photograph showed. The newspaper noted that the complainant had argued that the alleged "private information" revealed about him was that he was having a private holiday with a friend; it said that the fact of being on holiday with someone is not private. The complainant denied that it showed any sexual activity, and the photograph had been taken by an acquaintance, which suggested he did not regard the activity he had been engaged in as private.
8. While the newspaper did not accept that the publication of the photograph was intrusive, it said that the complainant's former partner had a right to freedom of expression, and was entitled to talk about the break-down of her relationship. It noted that the complainant had previously spoken publicly about his relationships and said that she was entitled to do the same.
9. The newspaper said that its characterisation of the complainant as a "love rat" was based on his former partner's belief that he had been unfaithful to her, and not exclusively on the understanding that he had sent her the photographs. It said that the article's characterisation of the complainant as the woman's "lover" was not misleading: the article had clearly reported his former partner's concerns that he was in a sexual relationship with another woman.
10. The newspaper said that it was accurate to report that the complainant was unavailable for comment in relation to the allegations contained in the article under complaint. It said that after interviewing the complainant's former partner and having learned that the complainant had sent her the photographs, the journalist had attempted to contact the complainant several times. It said that on the 17th November, the journalist contacted the complainant over the phone at around 5.45, and then again half an hour later; the newspaper said that having received no response, the reporter sent an email at 8.45pm. The newspaper said that the reporter received two emails from the complainant at 11.22pm, and again

at 11.54pm; it said that these emails were received after the newspaper had gone to print.

11. The complainant said that he would be prepared to contact the individual who had taken the photographs, who he expected would confirm that the photographs had been taken for a private purpose.

Relevant Code Provisions

12. 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.

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 10 (Clandestine devices and subterfuge)*

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

The public interest

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.
- There is a public interest in freedom of expression itself.
- The regulator will consider the extent to which material is already in the public domain or will or will become so.
- 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.
- An exceptional public interest would need to be demonstrated to over-ride the normally paramount interests of children under 16.

Findings of the Committee

13. The newspaper had been aware at the time of publication that the complainant had not consented to the sharing of the photographs either with his former partner or with a wider audience; this was apparent from the fact that it had reported that he had forwarded the photographs “accidentally”, notwithstanding the complainant’s position that he had not in fact done so. He had not placed the photographs in the public domain otherwise.
14. The questions for the Committee were therefore whether the article, including the photographs, was intrusive into the complainant’s private life such that justification for its publication was required under the terms of Clause 2 – and whether, if so, it had provided a sufficient justification.
15. The photograph had captured a moment which would have only been seen by a small number of people, and had been taken while the complainant had been enjoying a private holiday. Notwithstanding the complainant’s position that he was joking around with a friend and the fact that the photographs had been taken by a third party, they showed an intimate moment with a close friend, which had taken place in a closed courtyard within a private hotel with limited access to the wider public. The newspaper had suggested in the article that the photographs provided grounds to question the complainant’s position that they were “just good friends”, speculating about aspects of his private life.
16. The complainant was entitled to expect that photographs showing an intimate moment with a close friend in a private place, would not be published without his consent. The publication of the photographs clearly had the potential to intrude into his private life.
17. The complainant’s former partner had approached the newspaper in order to speak about the breakdown of her relationship; as enshrined in the Code, she had a right to exercise her freedom of expression. However, the story was focussed on the photograph of the complainant and the woman, and what the newspaper said the photograph showed. The complainant’s former partner had not been present on the holiday, and the photograph had been disclosed to her without the complainant’s consent. The publication of photographs have the potential to be

particularly intrusive, and the newspaper had not identified a public interest that would justify the publication of a photograph of the complainant sharing an intimate moment, and the extensive speculation and discussion of this moment. The complaint under Clause 2 was upheld.

18. The Committee then turned to consider the complaint under Clause 1. The Committee noted the complainant's denial that he was in a sexual relationship with the woman named in the article. The Committee's role was not to determine the truth or otherwise of the claim that he was the woman's "lover" or that he was a "love rat"; the question for the Committee was whether the newspaper had taken care over the reporting of the nature of complainant's relationship with her.
19. In this case, the newspaper had taken care to be clear throughout that the basis for the allegations relating to the complainant's conduct, were the claims made by his former partner, who, via a social media platform, had suggested that the complainant had been unfaithful to her. The newspaper had further taken care to view the photographs, prior to publication, and to publish the complainant's denial to the claim of infidelity. His former partner had spoken to the journalist, and had told them that the photographs showed that the friendship had "crossed a line". The claim that the complainant was the woman's "lover" or a "love rat", were presented in that context; the newspaper has taken care to present these claims as that of his former partners. The Committee were concerned at the short amount of time which the newspaper had granted to the complainant to respond to his former partner's claims. The newspaper's first approach had been a telephone call at 5.45pm, on the eve of publication, and it had only contacted the complainant in writing later, at 8.45pm. However, in circumstances where the article had contained the complainant's denial of the general claim of infidelity, and the focus of the article was on the photographs, the existence of which was not in dispute, the Committee did not establish that there had been a failure to take care over the accuracy of the article, and there was no misleading impression, such that a correction was required.
20. It was accurate to report that the complainant had been unavailable to comment on the allegations contained in the article under complaint in circumstances where the newspaper had only received communications from him after the newspaper had gone to print. The complaint under Clause 1 was not upheld.
21. The email chain provided by the newspaper had shown that an email which enclosed the photograph, had been sent from the complainant's email address to his former partner. The Committee did not find any grounds to establish that the newspaper had engaged in subterfuge in order to obtain this material. The terms of Clause 10 were not engaged.

Remedial action required

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

23. The newspaper had published private information in breach of Clause 2. In those circumstances, the publication of the Committee's adjudication was appropriate.
24. The Committee considered the placement of the adjudication. As the photograph had appeared on p. 7 of the print edition, the Committee decided that the adjudication should be published on p. 7 or further forward. The headline to the adjudication should make clear that IPSO has upheld the complaint, give the title of the newspaper, and refer to the complaint's subject matter. The headline of the adjudication must be agreed with IPSO in advance.
25. The adjudication should also be published on the newspaper's website, with a link to the full adjudication appearing on the top half of the homepage for 24 hours; it should then be archived in the usual way. The publication should contact IPSO to confirm the amendments it now intends to make to the article to avoid the continued publication of material in breach of the Editors' Code of Practice.
26. The terms of the adjudication for publication are as follows:

Following an article published on 18 November 2017 in The Sun, headlined "Rat Opik nuzzles lover's Lembits", Lembit Opik complained to the Independent Press Standards Organisation that the newspaper had breached Clause 2 (Privacy) of the Editors' Code of Practice. IPSO upheld the complaint and has required The Sun to publish this decision as a remedy to the breach.

The article reported that a former partner of the complainant had "revealed" to the newspaper that in August 2016, he had "accidentally sent her pictures of him nuzzling [named woman's] boobs as she lay on a sun lounger in a bikini". The article was illustrated with the photographs which the complainant had allegedly sent.

The complainant said that the photographs were private and had been published in the article without his consent. He said that they had been taken while he and the other woman had been on a private holiday together, at a location they had specifically selected because it was private. He explained that at the time the photographs were taken, he had been joking with his friend and they were within a closed courtyard with no visual access from outside of it.

The newspaper did not accept that the publication of the photograph represented an intrusion into the complainant's private life. It said that the location in which the complainant's photograph was taken was, in this case, irrelevant, because he had consented to it being taken, and as far as it was aware, at the time of publication, had sent it to his former partner, which limited his expectation of privacy.

IPSO's Complaints Committee noted that the newspaper had been aware at the time of publication that the complainant had not consented to the sharing of the photographs either with his former partner or with a wider audience; this was

apparent from the fact that it had reported that he had forwarded the photographs “accidentally”, notwithstanding the complainant’s position that he had not in fact done so. He had not placed the photographs in the public domain otherwise. The photograph had captured a moment which would have only been seen by a small number of people, and had been taken while the complainant had been enjoying a private holiday. Photographs have the potential to be particularly intrusive, and the newspaper had not identified a public interest that would justify the publication of a photograph of the complainant sharing an intimate moment, and the extensive speculation and discussion of this moment. The complaint under Clause 2 was upheld.

APPENDIX C

**Decision of the Complaints Committee
02804-18 A woman v Sunday People****Summary of complaint**

1. A woman complained to the Independent Press Standards Organisation that the Sunday People breached Clause 1 (Accuracy), Clause 2 (Privacy), Clause 3 (Harassment) and Clause 10 (Clandestine devices and subterfuge) of the Editors' Code of Practice in an article headlined "For bedder or worse...", published on 25 March 2018.
2. The front page of the newspaper referred to a "swingers' wedding", and stated that a couple were celebrating their wedding "with 100 guests at [a] sex party". The inside article – which was sub-headlined "swingers celebrate their wedding with 100-guest sex party" – described the events surrounding the complainant's post-wedding party. It gave the first names and ages of the complainant and her husband, and stated his occupation. The article described how "there were tears after bedtime as the bride and groom had a blazing 3.30am row outside the hotel", that the night was brought to a "tense and emotional end as [the couple] had a blazing argument", that the complainant was "[left] weeping on the pavement clutching her wedding dress while wearing a coat and slippers", and that the complainant's husband had subsequently "mounted the kerb as he drove off leaving [the complainant] weeping on the pavement".
3. The article reported that the party was advertised on an "online sex-swapping forum", and that the club at which the party took place advertised the party online, and anyone was welcome as long as they were members of the club, and the online forum. It went on to give the accounts of visitors to the party. One described witnessing a sex act on the dancefloor, and seeing guests emerge from an "orgy"; another stated that they did not see the complainant and groom "getting frisky". The article stated that "single men were charged £30 to attend, couples had to fork out £15, while single ladies got free entry", and that the venue had a "'dogging zone' with fake vibrating cars...a dungeon with bondage gear, an eight-man Jacuzzi and a 'groping box'". The article included un-pixelated images of the complainant and her husband, and pixelated images of other guests. One, captioned "Veil of tears: After the big row", showed the complainant crouched on the floor outside a hotel; another, captioned "Something Blue: Angry bride [first name] returns to Premier Inn", showed the complainant apparently pointing at someone out of shot. Another picture showed the groom holding a can of drink.
4. The online article, which was headlined "'Dungeons, a dogging area with fake cars, Jacuzzis': Newlywed couple celebrate in swingers' club orgy – and it ended in tears", was largely similar to the print article, and included the same images of the complainant and her husband. It also included a two-minute video clip showing the complainant entering the foyer of the hotel, and kissing and then apparently arguing with her husband, and then showed her crouching on the ground. The video then showed the complainant apparently arguing with a group of people outside the hotel, before walking off. The complainant's husband could not be seen leaving the hotel in the video clip.

5. The complainant said that the article was inaccurate in breach of Clause 1 (Accuracy) because it suggested that she and her husband were swingers, and were promiscuous, and that they were holding a sex party or orgy. She said that, although she and her husband were involved in the swinging scene, neither of them engaged in “full” partner swaps. She also said it was inaccurate for the article to state that she and her husband had a “blazing row”; in fact they had only had a brief altercation. In addition, she said it was inaccurate for the article to report that her husband drove off from the hotel; in fact, this had been a friend; her husband had spent the night at the hotel with her. As the article included an image of her husband drinking, she was concerned that this gave the false impression that he had been drink-driving. She was also concerned that the article stated that guests had to pay to attend the party, when this was not the case, although non-invited guests could pay to attend, provided they were members of the club, and the online forum.
6. The complainant said that the article breached Clause 2 (Privacy) because it included un-pixelated images and video of her and her husband which had been taken without consent at a private event, in an article which included their names and ages, as well as her husband’s occupation. She said that the photographs had included images taken within the boundaries of the hotel, and as she and her husband entered a private members’ club. Although she acknowledged that these were public places, she considered that she had a reasonable expectation of privacy in these circumstances. In addition, while details of the event had been publicised on websites viewable to anyone, some of the information included in the article, such as her and her husband’s ages, had been taken from their profiles on an 18+ website, and would not have been accessible without having a profile on the site. She said she and her husband were not public figures, and there was no public interest in publishing the images and information about them. In particular, the article had revealed to the public that she and her husband were involved in the swinging community; this was private information about them.
7. The complainant said that the publication had breached Clause 3 (Harassment). She and her husband had been approached outside the hotel by a female journalist, had declined to comment, and had asked her to leave; nevertheless, photos of her husband had been taken at this time. Later, a vehicle had been parked outside the club where the party took place; the occupants had denied being journalists but had been asked to desist from taking photos and to leave by the club security. The female reporter had later questioned guests outside the hotel, and called the complainant the following day to ask for comment again; again, they declined.
8. The complainant also said that the publication had breached Clause 10 (Clandestine devices and subterfuge): although she was aware that her husband had been photographed entering the club, she had not been aware of photographs or videos being taken of her and her husband at the hotel. The vehicle from which the photos were taken had blacked-out windows, indicating that the photographer was concealing himself from view. She said that the reporter and photographer had tried to get membership of the club, as well as the website on which the event was advertised, but had desisted when they were required to sign a disclaimer indicating that they were not working for the press.

9. The publication denied any breach of Clause 1 (Accuracy). The event had been advertised on swingers' websites, including one which claimed to help people "find sex parties...orgies, swinger lifestyle events, swingers clubs...and more". The venue had also tweeted about the event with the hashtags "#singles #couples #milfs #wedding #fun". The article had made clear, in a guest's comment, that the complainant and her husband were "acting like a traditional couple mingling at their reception". The article did not therefore give the impression that they were swingers who engaged in partner swapping. The publication said that the advertisement for the event had listed prices for guests; it denied that its report of this was inaccurate. The publication said that its reporter had believed that the complainant's husband had driven off from the hotel, but acknowledged that the video footage did not conclusively show that he was in the vehicle. It did not consider that this represented a significant inaccuracy, but did offer to remove the relevant paragraph as a gesture of goodwill, and to issue the following clarification:

A previous version of this article suggested that the groom drove off after an argument during the wedding reception. The bride has since confirmed that this is incorrect, therefore we are happy to clarify this. Furthermore, the bride has asked us to clarify that herself and the groom did not engage in any sexual activity during the wedding reception. We would like to apologise for any upset caused.

10. The newspaper denied any breach of Clause 2 (Privacy). It said that the video and photos in the article were not intrusive: they had been taken from a public street and what they showed could have been seen by any member of the public. The event, including its time and location, had been publicised on a public website and on Twitter, and any member of the public – including those not known to the complainant – had been free to register to attend. It provided a copy of the advertisement and the couple's profile on the site, which included a posting noting that "over 200 guests [were] confirmed" to attend. The complainant and her husband had used their real first names and ages on this website. The complainant did not have a reasonable expectation of privacy in relation to the fact of the party or the nature of the activities surrounding it. In these circumstances, no public interest justification was required for publication; however, the publication considered that it was a matter of public interest to highlight the fact that a couple would allow anyone to come to their wedding celebration. Nonetheless, as a gesture of goodwill, it offered to remove the online article, and write a letter of apology to the complainant, if this would resolve the complaint.
11. The publication denied any breach of Clause 3 (Harassment). It said that one male reporter had been present at the club, who had not been approached at any time. A female reporter had been based at the hotel all evening, and had spoken to guests and hotel staff. She had approached the complainant and her husband outside the hotel prior to the party, and they had declined to comment; she had then spoken to them again via telephone the following day, when they again declined to comment. No request to leave had been made to the female journalist.
12. The publication denied any breach of Clause 10 (Clandestine devices and subterfuge): the complainant had been aware of the presence of a photographer, so it could not be claimed that any clandestine activity had taken place. The photographer, who had not used a long lens, had been positioned in a public parking space for the evening. While the reporter and photographer had

registered on the club's website – as any member of the public could do – in order to obtain certain information about the event and the complainant and her husband, neither of them had attempted to gain entry to the club.

Relevant Code provisions

13. 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 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 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.

Findings of the Committee

14. The complainant and her husband's first names, ages and photographs were included in the article, and her husband's job was included. They were clearly identified. The question for the Committee was whether identifying them in the context of the material in the article was a breach of their privacy.

15. The complainant and her husband had advertised the party on a publicly available website; the advert included their first names, and their profiles showed their photographs. The event had also been publicised by the venue on Twitter, apparently with the complainant's agreement. The event was attended by a large number of people, including some known personally by the complainant and her husband, and others who had seen the advertisement. It was not held in a private room or area of the club; it was in an area that was open to the public. In these circumstances, the complainant did not have a reasonable expectation of privacy in relation to the fact that she had hosted the event. Identifying her as a host, and reporting that the event had taken place, was not an intrusion into her privacy.
16. The Committee noted that the article had also reported that the night had "ended in tears" after the complainant and her husband had argued; said that the complainant had been left in a state of distress; and included photographs and video footage of the complainant and her husband apparently having an argument and her reaction. The Committee noted that these events had taken place in close proximity to the wedding venue, which was open to the public, and in full view of the public – on the street and just inside the main entrance to the hotel. The Committee did not consider that the complainant had a reasonable expectation of privacy in relation to a noisy argument in a public place, and the ensuing events, particularly given its proximity to this large-scale public event. There was no breach of Clause 2 on these points.
17. The article reported that the complainant's husband had "mounted the kerb as he drove off" after the argument. The journalist, who had been present at the hotel, had believed that the complainant's husband had been driving a car that left the hotel shortly after the altercation. The publication had conceded that this was not visible from the video. The fact that the newspaper had reported that he was driving the car despite this being unclear from the footage represented a failure to take care over the accuracy of the article in breach of Clause 1(i). The publication had accepted the complainant's position that the car had not been driven by her husband, and that in fact he had remained at the hotel. The Committee considered that this inaccuracy was significant as it was presented in the context of photographs of the complainant's husband consuming alcohol, which suggested that he had been driving while under the influence of alcohol, particularly where the article noted that the vehicle had "mounted the kerb". A correction was required to avoid a breach of Clause 1(ii). The publication had offered to publish a correction, which addressed this inaccuracy, and was sufficient to meet the terms of Clause 1(ii).
18. The complainant and her husband had advertised their event on a swingers' website, and said that they were active in the swinging community, regardless of the precise nature of their involvement. The complainant had not disputed the article's description of the venue, which included reference to a dungeon and "dogging zone", and guests at the event had reported that sex acts had occurred at the party. Because the complainant had advertised the event on a swingers' website, and because the complainant did not dispute that sex acts had occurred, there was no failure to take care over the accuracy article's description of the event. The article had included a comment from a guest that the complainant and her husband were "acting normally" and had not suggested that they had engaged in sexual activity with third parties at the event. Describing the complainant and her husband, who identified as members of the swinging community, as "swingers",

and the event as a “sex party” or “swingers’ wedding” was not misleading such as to require correction under Clause 1(ii).

19. The video included in the article appeared to show the complainant and her husband engaged in a heated argument, after which the complainant could be seen looking visibly upset. The publication was entitled to characterise this as a “blazing row”, and there was no breach of Clause 1 on this point.
20. The publication had provided evidence to show that the event had been advertised as a paid event, and the complainant had accepted that members of the public had been able to pay to attend. There was no failure to take care over the accuracy of this claim, nor was this a significant inaccuracy such as to engage the terms of Clause 1(ii).
21. The Committee noted the complainant’s position that club security had told journalists outside the venue to stop taking photos and had asked them to leave, while the publication denied that the male journalist had received a request to desist. The Committee was unable to reconcile these differing positions, but it noted that there was a distinction to be drawn between a request to desist made by an individual, with one made by club security seeking to clear the press from outside a venue. The complainant and her husband had not had any interaction with the photographer, and the Committee concluded that he had not engaged in harassment in breach of Clause 3 (Harassment).
22. The female journalist had approached the couple prior to the party. There was a dispute as to whether any request to desist had been made, but, in any event, no further approaches were made to the couple until the following day, when the journalist contacted them by phone to request a comment. This second contact, which was not face-to-face, did not represent harassment: it was legitimate for the journalist to contact the couple over the phone to check whether they wished to comment. There was no breach of Clause 3.
23. The journalists had not engaged in subterfuge, in breach of Clause 10 (Clandestine devices and subterfuge) in order to access the website. The information was available to any member of the public. The complainant was aware of a press presence at the hotel and club prior to the party, and was aware during the afternoon that photographs had been taken. She was also aware of the vehicle from which photographs were being taken. This vehicle, from which the later images outside the hotel were also taken, had not been hidden from view, and long lens cameras had not been required. The fact that the vehicle had tinted windows did not mean that the publication had engaged in clandestine methods to obtain the images. There was no breach of Clause 10 on these points.

Conclusions

24. The complaint was upheld in part under Clause 1 (Accuracy).

Remedial action required

25. Having upheld the complaint, the Committee considered the remedial action that should be required.

26. The newspaper had offered to publish a correction in print and online, which made clear the complainant's position that her husband had not driven away following an argument. The Committee had found that this offer was sufficient to meet the terms of Clause 1 (ii). However, the Committee was concerned by the failure to take care not to publish inaccurate information in this case. To ensure an adequate remedy to the breach of Clause 1 (i), the Committee required that the correction state that it was being published following an upheld accuracy complaint to IPSO. This should now be published.

APPENDIX D

**Decision of the Complaints Committee
20360-17 A woman v The Northern Echo****Summary of Complaint**

1. A woman complained to the Independent Press Standards Organisation that The Northern Echo breached Clause 1 (Accuracy), Clause 2 (Privacy), and Clause 10 (Clandestine devices and subterfuge) of the Editors' Code of Practice in an article headlined "Women's boozy hotel sex party", published on 14 September 2017.
2. The article was a follow-up report regarding an outbreak of food poisoning at a hotel. It reported that a group of unnamed women who had become ill after a birthday celebration at the hotel had taken part in a "booze-fuelled orgy with sex toys and candle sticks". The article said that "graphic" CCTV footage had shown the women carrying out "lewd sexual behaviour including passing around sex toys and taking part in sex acts with hotel candlesticks while climbing on restaurant tables and chairs".
3. The article explained that Public Health England (PHE) had conducted an investigation into the outbreak of the food poisoning at the hotel, in order to determine whether chicken liver parfait eaten by the women had caused the sickness. The article claimed that PHE's final report had cleared the hotel of "any wrong doing": it said that the report had found that "no obvious defect was noted in the production of [the chicken liver parfait] and therefore cannot be concluded with certainty why this caused illness, nor why illness was seen only in the one large party".
4. The article was published in substantially the same form online, under the headline "Booze-fuelled orgy with sex toys and candlesticks - what really happened at Saltburn hotel at the centre of food poisoning claim".
5. The complainant was one of the women who had attended the birthday celebration. She said that the newspaper had published an inaccurate and wildly exaggerated account of the evening's events. She said that the newspaper had attempted to draw an association between the outbreak of food poisoning and the actions of the group. She said that this was misleading as the environmental health department had dismissed the CCTV contents viewed by the Northern Echo as irrelevant to the investigation into the cause of the food poisoning.
6. The complainant said that the party was not an "orgy": there were no sex toys, or any sexual activity, and all members of the group had been fully clothed throughout. She said that the party had not been drinking to excess. The complainant provided video clips and photographs, taken by members of the party on their mobile phones; she said that these showed that the group had been acting in high spirits only, and not in the manner alleged by the newspaper. The complainant noted that two members of the group had imitated a sex scene with a candelabra and one member had used a unicorn horn, which was a party prop, to imitate a sexual pose, but said that these individuals had been fully clothed throughout.

7. During the course of IPSO's investigation, the complainant provided a copy of the CCTV footage from the evening. The complainant had obtained this footage from the hotel; it had been heavily pixelated by the hotel in order to comply with data protection rules relating to the images of the other members of the group. It was not possible to see the entire room, or all the members of the group, on account of the heavy pixelation. The complainant said that the behaviour which could be seen from the footage did not support the article's claim that the group had been engaged in a "sex party" or an "orgy". It noted that one woman in the group had a unicorn horn in her hand, and suggested that this may have been confused with a sex toy by the reporter.

8. The complainant said that the article had also misrepresented the findings of the report by PHE. She said that the multi-party investigation into the outbreak of the food poisoning was still ongoing, although the PHE element of it had come to an end. She said that the article had omitted key conclusions from the PHE report, namely concerns about the hotel hygiene. She said that the PHE report had said that the samples of parfait from the evening had been destroyed so were unable to be tested; however, during the inspection "no obvious defect was noted in the production of this food item". She said that this meant that at the time of the environmental health inspection the parfait was produced and handled correctly; however, the report did not wholly conclude that the hotel had not been negligent in the case of the food poisoning. She said in those circumstances, it was inaccurate to report that the hotel had been cleared of "any wrong doing".

9. The complainant alleged that the article contained a number of further inaccuracies: the party had been located in a private side room, not in a public part of the hotel, and the group had not been asked to move there because of concerns about their behaviour.

10. The complainant said that the newspaper had viewed CCTV images of her and her friends, which had been taken while at a private event, without their knowledge or consent. She said that this amounted to the newspaper accessing digitally held information without consent. Publishing information taken from this CCTV footage was intrusive and unjustified. The complainant said that she was identifiable as the subject of the article, because during the birthday celebration, members of the group had posted pictures on social media and had "tagged" their location as the hotel.

11. The newspaper did not accept that the article had presented a misleading account of what took place during the evening. It suggested that the party-goers' drinking and behaviour may have been relevant to the way they handled, consumed and reacted to the food, as well as how they recollected the events of the night.

12. The newspaper said that it was possible to engage in sexual activity without removing one's clothes. It said that the reporter had viewed the entire un-pixelated CCTV recording and provided contemporaneous notes in which the journalist had recorded that "vulgar sexual behaviour in a public place" had occurred. It said the reporter had observed that members of the party took it in turn to lie on their back on top of a table in the room where they had been

eating while other people in the party rubbed a plastic item and candlestick between the person's legs. Following this, the reporter had also observed the plastic item being passed around members of the party who took it in turns to lick it; other members of the party pushed plastic objects up their skirts. The newspaper said that the definition of an "orgy" was a "a wild party characterised by excessive drinking and indiscriminate sexual activity"; this was accurate given that the group had been dancing on tables, drinking alcohol and using hotel property and other objects to imitate sexual activity.

13. The newspaper said that when the reporter had visited the hotel and watched the CCTV with senior hotel staff, it had not been pixelated and it had lasted approximately 2-3 hours in total. It said that the reporter was therefore afforded a full view of what had occurred. It said that the pixelated version of the CCTV footage provided to IPSO by the complainant had been shorter than the full footage seen by the reporter, and had not disclosed the more boisterous behaviour which had occurred; this included members of the party dancing on tables and playing with toys in a sexual manner.

14. The newspaper said it was accurate to report that the hotel had been cleared of any wrongdoing. It said that the PHE report had found that while "the epidemiological study supports the hypothesis that chicken liver parfait was the most likely cause of the illness no obvious defect in the production was noted." The newspaper said that the report had concluded that while the parfait was, in theory, the most likely source of the food poisoning outbreak, there was nothing the investigators found which could make a clear link between the food and the illness. The PHE report had noted: "The preparation, cooking, chilling, storage and serving of the chicken liver parfait was discussed in detail. No obvious defect in the production of the parfait was identified and the temperature probe was assessed and correlated well with an independent one used by EHOs. There was no obvious difference in the way the food was prepared or served to the large party compared to other diners and it is not believed that the chicken liver parfait in particular was subject of any different procedure in terms of out of the fridge, serving or any other variable."

15. The newspaper said that when the reporter met the senior members of hotel staff he was told by them that the room in which the activity took place was clearly visible to people in the adjacent room and there was no mention of any curtain or screen obscuring people from seeing inside. It said that the reporter had no reason to believe that hotel staff were not telling the truth and when the reporter viewed the room there were windows in the room – in the adjoining door and leading to the gardens – which would have allowed someone looking in to the side room to see what was taking place.

16. The newspaper did not accept that the article represented an intrusion into the complainant's privacy. It said that it had carefully considered the public interest in reporting all the facts of the case, and balanced this against the party-goers' right to privacy. These considerations had formed the basis for the newspaper's decision not to name any of the group in the article.

17. The newspaper said that to the extent that the newspaper's act of viewing the CCTV footage alone could be considered an intrusion, there was a public interest

in reporting on the full events of the night, given that the outbreak of food poisoning had been widely reported on previously. Given the raucous nature of the party, it said that it was reasonable to consider how the party-goers may have contributed to the ill-effects they had experienced. The newspaper said that having made the allegation against the hotel, the complainant and her friends could not reasonably seek to impose a one-sided limitation on the scope of investigation, nor demand complete privacy for the events of that evening. Such events had become a proper matter of public inquiry and concern.

18. The newspaper said that it had viewed the CCTV footage, having been invited to do so by the hotel: there was no unauthorised access, no hidden camera and no subterfuge so as to engage the terms of Clause 10. It noted that the hotel advises guests via signage in the premises that CCTV is used throughout the hotel for their safety and security. It said that the public interest in reporting on the story, set out above, had been considered prior to viewing the footage and before publication.

19. The complainant disputed that the reporter had viewed the CCTV footage. Further, she did not accept that the reporter's notes which the newspaper had provided, accurately recorded the actions of the party-goers.

Relevant Code provisions

Clause 1 (Accuracy)

- i) The Press must take care not to publish inaccurate, misleading or distorted information or images, including headlines not supported by the text.
- ii) A significant inaccuracy, misleading statement or distortion must be corrected, promptly and with due prominence, and — where appropriate — an apology published. In cases involving IPSO, due prominence should be as required by the regulator.

Clause 2 (Privacy)

- i) Everyone is entitled to respect for his or her private and family life, home, health and correspondence, including digital communications.
- ii) Editors will be expected to justify intrusions into any individual's private life without consent. In considering an individual's reasonable expectation of privacy, account will be taken of the complainant's own public disclosures of information and the extent to which the material complained about is already in the public domain or will become so.
- iii) It is unacceptable to photograph individuals, without their consent, in public or private places where there is a reasonable expectation of privacy.

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 private information without consent.

Findings of the Committee

20. On its front page, the newspaper had characterised the birthday party attended by the complainant as an “orgy” and a “sex party”. The newspaper maintained that it was entitled to do so because the event had included sexualised behaviour. The Committee accepted that it had demonstrated that it had taken care over its claim that items had been used in a sexualised way and that there had been a sexual element to the events, including sexualised posing for photographs and imitative sexual activity. However, the reference to the events as an “orgy” and “sex party”, gave the clear implication that explicit sexual activity had taken place, beyond sexualised posing. Clause 1(i) requires that headlines must be supported by the text, and in the Committee’s view the details included in the article fell well short of justifying the headline claims. This was a significant distortion, which created a misleading impression of the complainant’s and the other attendees’ actions. The newspaper had failed to take care over the presentation of the evening’s events, in breach of Clause 1(i) and had then failed to correct the misleading impression created, in breach of Clause 1(ii).

21. The PHE report had detailed a number of factors which may have contributed to the group succumbing to the illness, including concerns about hygiene in the hotel’s kitchen. However, the report had found no evidence to establish a causal link between these factors and the outbreak of food poisoning. It was accurate to claim that the PHE report had cleared the hotel of any wrongdoing, in those circumstances. The article has also made clear that the investigation was still ongoing, although the public health element had come to an end. There was no further breach of Clause 1 on this point.

22. The area in which the events were alleged to have taken place was a room which remained within the hotel building. There was no evidence that this room would not have been accessible to other members of the public, and the Committee noted that members of staff had entered the room on several occasions. It was therefore accurate to describe the area that the group had been in as “public”. Whether the group had been asked to move to the room as a consequence of “disruptive behaviour”, or whether they had moved there on their own accord, was not significant in the context of the article, particularly as the alleged behaviour which had been the focus of the article had taken place after the women had moved into this room. There was no breach of Clause 1 on these points.

23. The Committee then turned to consider the complaint under Clause 2 (Privacy). There was a public interest in investigating the circumstances of a significant public health incident, which had resulted in a damaging effect on a local business. Critical to the Committee’s considerations under Clause 2, was the fact that the complainant had not been identified in the article, nor had her friends. This limited, in a significant way, the extent to which the article had the potential to intrude into the complainant’s private life. Further, the article had not disclosed personal details about the complainant or revealed any information relating to the members of the group which might lead to her identification. For

these reasons, the Committee did not establish that the article represented an intrusion into the complainant's private life. There was no breach of Clause 2.

24. Clause 10(ii) says that engaging in misrepresentation or subterfuge, including by agents or intermediaries, can generally be justified only in the public interest. The newspaper had not engaged in subterfuge in order to view the CCTV footage; it had been authorised to do so by the hotel. Further, while the complainant did not realise that she was filmed using CCTV, this did not render these cameras "hidden" for the purposes of Clause 10(i). The terms of Clause 10 were therefore not engaged.

Conclusion

25. The complaint was upheld.

Remedial Action Required

26. Having upheld a breach of Clause 1, the Committee considered what remedial action should be required.

27. The newspaper had published a significantly misleading, prominent front-page headline. The newspaper had not offered to publish a correction. Given the nature of the claims, the prominence with which they had been published, and the lack of any offer of remedy, the appropriate remedy was the publication of an upheld adjudication.

28. The Committee considered the placement. The print article had been published on the front page and continued on to page 2. Due to the prominence of the article, the Committee required that a reference to the adjudication be published on the front page. This reference should direct readers to the full adjudication, which should appear on page 2. The front page headline should appear in the same font size as the front page sub-headline on the article under complaint ("Orgy came to light..." etc). A border should appear around the headline, to distinguish it from other editorial content. Both the headline to the adjudication inside the paper and the front-page reference 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, the placement on the page, and the prominence, including font size, of both the adjudication and the front-page reference must be agreed with IPSO in advance.

29. The adjudication should also be published on the newspaper's website, with a link to the full adjudication appearing on the top half of the homepage for 24 hours; it should then be archived in the usual way. The terms of the adjudication for publication are as follows:

Following an article published on 14th September 2016 in the Northern Echo, headlined "Women's boozy hotel sex party", a woman complained to the Independent Press Standards Organisation that the newspaper had breached Clause 1 (Accuracy) of the Editors' Code of Practice. IPSO upheld the complaint and has required the Northern Echo to publish this decision as a remedy to the breach.

The article reported that a group of unnamed women who had become ill after a birthday celebration at a hotel, had taken part in a “booze-fuelled orgy with sex toys and candle sticks”.

The complainant was one of the woman who had attended the celebration. She said that the newspaper had published an inaccurate and wildly exaggerated account of the evening’s events. She said that the party was not an “orgy”, although she accepted that some members of the party had mimicked poses of a sexual nature.

The newspaper did not accept that the article had presented a misleading account of what took place during the evening. It said that the definition of an “orgy” was a “a wild party characterised by excessive drinking and indiscriminate sexual activity”; this was accurate given that the group had been dancing on tables, drinking alcohol and using hotel property and other objects to imitate sexual activity.

On its front page, the newspaper had characterised the birthday party attended by the complainant as an “orgy” and a “sex party”. The newspaper maintained that it was entitled to do so because the event had included sexualised behaviour. The Committee accepted that it had demonstrated that it had taken care over its claim that items had been used in a sexualised way and that there had been a sexual element to the events. However, the reference to the events as an “orgy” and “sex party”, gave the clear implication that explicit sexual activity had taken place, beyond sexualised posing. This was a significant distortion, which created a misleading impression of the complainant’s and the other attendees’ actions. The complaint was therefore upheld as a breach of Clause 1 (Accuracy).

APPENDIX E

Decision of the Complaints Committee

01444-18 The Department of Health and Social Care v Daily Mirror

Summary of Complaint

1. The Department of Health and Social Care complained to the Independent Press Standards Organisation that the Daily Mirror breached Clause 1 (Accuracy) of the Editors' Code of Practice in an article headlined "You're off your trolley", published on 9 February 2018. The article was also published online with the headline "Hospital corridors the new A&E but Jeremy Hunt refuses cash to solve NHS winter crisis".
2. The article reported on an interview the Secretary of State for Health and Social Care, Jeremy Hunt MP, had given to ITV News the previous day. The article began on the front page, and continued on page 5. The front-page sub headline was "Hunt refuses to apologise for NHS inability to cope with the worst winter ever as cuts bite". The front-page text said "A record 1,042 A&E patients endured 12-hour waits on trolleys last month – but Jeremy Hunt refuses to apologise for the crisis. The Health Secretary arrogantly told staff they 'knew what they were signing up' for as the NHS suffers its worst winter ever amid Tory cuts". The article on page 5 reported that Mr Hunt "refused to apologise or even thank workers driven to despair by the crisis his savage NHS cuts have caused – arrogantly telling them "they knew what they were signing up for". It later reported: "Asked on ITV News if he would apologise to staff, he replied 'When they signed up to go into medicine, they knew there would be pressurised moments. I apologise to patients when we haven't delivered the care we should'."
3. The online article reported that Mr Hunt "refuses to apologise" in the sub-headline. It reported that he had "arrogantly" told staff "they knew what they were signing up for", in the body of the article, and in a picture caption.
4. The complainant said that the exchange reported by the coverage had been as follows:

Interviewer: *We have interviewed many people over the winter on the front line of the NHS. I have spoken to nurses who ran wards for nine years who quit. I have spoken to paramedics who say treating patients in corridors for hours is the 'new normal'. I have spoken to a nurse who says she spends all of her day in the ambulance bay. Do you say sorry to them?*

Mr Hunt: *Well first of all I completely recognise the pressures they've been going through. When they signed up to go into medicine, they knew there would be pressurised moments. But, I also recognise it's not sustainable and not fair to say to them this is going to repeated year in year out. I think we're beyond the time when*

words from me will make a difference, they need actions. Things that are changing to reduce those pressures that we face. Today's figures are a sign that some of the things we've done have made a difference and despite a massive uptick in flu, performance has remained broadly stable. But that doesn't mean to say it's acceptable and there's a lot more work to do.

Interviewer: *So you apologise?*

Mr Hunt: *Well I take responsibility for everything that happens in the NHS. I apologise to patients when we haven't delivered the care that we should. But I think what they want from me, is not words, they want actions and that's what I'm determined to deliver.*

The complainant said that it was inaccurate to report, in quotation marks, that Mr Hunt had told staff they "knew what they were signing up for". It said that he did not say this, and that it was misleading to paraphrase his remarks in this way, without reporting that he immediately went on to say that it was not fair to ask staff to face the pressures referred to year in year out. It also said that it was inaccurate to report that Mr Hunt "refuses to apologise for NHS inability to cope with the worst winter ever", when he had in fact said that "I take responsibility for everything that happens in the NHS. I apologise to patients when we haven't delivered the care that we should".

5. The newspaper said the article's claim that Mr Hunt "arrogantly told staff they 'knew what they were signing up' for", accurately paraphrased his response to being asked whether he would apologise to "desperate nurses and paramedics"; Mr Hunt could only have meant by his comment that the type of pressures they were under is what they signed up for, and with which they should cope. It said it was a matter of editorial discretion to refer to his comments as being arrogant.
6. The newspaper said that while Mr Hunt was sympathetic in response to being told about NHS staff being unhappy with conditions, and although he apologised to patients, he made it very clear that he was not going to apologise to staff, when he was invited to do so. The newspaper said that the article's reference to Mr Hunt refusing to apologise was immediately followed by the claim that he had told staff they knew what they were signing up for. It said when these two sentences were read in conjunction, it was clear that Mr Hunt was refusing to apologise to staff, on the basis that they had signed up for the conditions, and should expect it. It was therefore not a distortion that the front page did not say in terms to whom Mr Hunt had apologised. In any event, it said that the article on the inside page fully explained what he had said.
7. The newspaper said that, if it would resolve the complaint, it would be happy to publish the following clarification on page 2:

Our article headlined 'You're off your trolley' (9 February 2018), about the NHS crisis reported that Jeremy Hunt had "told staff they 'knew what they were signing up'", and that he had "refused to apologise". These were our paraphrases of his comments. The Department of Health has asked us to clarify that Mr Hunt's direct

quotes were as follows: *When asked if he would like to apologise to staff for the ongoing crisis, Mr Hunt responded: 'When they signed up to go into medicine, they knew there would be pressurised moments. But I also recognise that it is not sustainable and not fair to say to them this is going to be repeated year in, year out' and 'I apologise to patients when we haven't delivered the care that we should.'*

It also offered to publish this wording at the foot of the online article, and to amend references to Mr Hunt refusing to apologise to make clear that he had refused to apologise to staff.

8. The complainant declined this offer of resolution; it said that it wanted the newspaper to publish an apology on its front page.

Relevant Code Provisions

9. Clause 1 (Accuracy)

- i) The Press must take care not to publish inaccurate, misleading or distorted information or images, including headlines not supported by the text.

- ii) A significant inaccuracy, misleading statement or distortion must be corrected, promptly and with due prominence, and — where appropriate — an apology published. In cases involving IPSO, due prominence should be as required by the regulator.

- iii) A fair opportunity to reply to significant inaccuracies should be given, when reasonably called for.

- iv) The Press, while free to editorialise and campaign, must distinguish clearly between comment, conjecture and fact.

Findings of the Committee

10. The newspaper had published a front-page headline describing Mr Hunt as “off [his] trolley” and “arrogant”. These claims related to an exchange Mr Hunt had had with a TV reporter in which, it reported, he had had “refuse[d] to apologise for NHS inability to cope with [the] worst winter ever as cuts bite”, and had “told staff they ‘knew what they were signing up for’”. Both of these elements of the story were distortions of Mr Hunt’s comments.
11. First, he had not refused to apologise for the “NHS[’s] inability to cope with the worst winter ever”; this question had not been put to him. Further, while he had not responded to the journalist’s invitation to apologise to NHS staff, he had in fact offered an apology: he had apologised to patients who had received substandard care.
12. Second, his reference to staff knowing what they were signing up for related to “pressurised moments”; he had immediately qualified this by saying that “I also recognise it’s not sustainable and not fair to say to them this is going to repeated year in year out”. While the article did include, on page 5, reference to Mr Hunt’s

apology to patients who had received substandard care, it gave no indication that Mr Hunt had expressed concern in about the pressures faced by staff in the interview, which was misleading.

13. These claims about Mr Hunt's comments were used as the basis for personal criticism of his position, and this was therefore a significant and prominent failure to take care not to publish distorted comments, and a breach of Clause 1 (i) of the Code. It was a significant distortion that would mislead readers, and a correction was required under Clause 1 (ii).
14. The newspaper had published two significantly misleading statements, and was under an obligation to correct these promptly, and with due prominence, under the terms of Clause 1 (ii). A newspaper's front page is an important forum for editorial expression, and publication of a correction, or a reference to a correction on the front page, is an interference with this. In applying the "due prominence" requirement proportionately, the Committee therefore considers that front page corrections, or references to corrections, should only be required in the most serious cases, especially where a newspaper has an established corrections column.
15. In this case, the two misleading statements appeared prominently on the front page, as a subheadline and the first sentence of the article. Both errors were serious; they were central claims in the article, and its criticism of Mr Hunt. The Committee took into account that the newspaper's corrections column appeared very regularly, and prominently on page 2 of the newspaper. However, it considered that this was a serious case, where "due prominence" required publication of a reference to the correction on the newspaper's front page. The newspaper's offer to publish a correction in its corrections and clarifications column was insufficient. In addition, the Committee considered that the wording of the correction was inadequate. The newspaper's paraphrases of Mr Hunt's comments were misleading, and the newspaper ought to have realised and acknowledged this in its offered correction. Instead, the offered correction referred to the complainant as having "asked us to clarify" Mr Hunt's comments. The complaint was upheld as a breach of Clause 1 (ii).
16. The newspaper's paraphrases of Mr Hunt's remarks were misleading. However, the comments in question were on a political issue, made in Mr Hunt's capacity as the Secretary of State for Health. Comments of this kind, made by a senior politician such as Mr Hunt, will inevitably be subject to close scrutiny and criticism. While the Committee had found that the newspaper had distorted Mr Hunt's comments, it did not consider that this was a case where the newspaper had been under an obligation to publish an apology to Mr Hunt, in addition to a correction; its refusal to do so did not raise a further breach of Clause 1 (ii).

Conclusions

17. The complaint was upheld.

Remedial action required

18. In considering the nature of the remedy that it should require, the Committee took into account a number of factors. The two significantly misleading statements were published in a prominent position, both in the article under complaint, and in the newspaper as a whole. The misleading statements were serious; they substantially changed the meaning of the article, and represented serious claims about Mr Hunt's

response to the “Winter crisis”. Both errors were the result of the newspaper’s failure to take care not to publish inaccurate information, and in response to the complaint, the newspaper failed to offer an adequate correction.

19. Taking these factors into account, the Committee concluded that the appropriate remedial action was the publication of an adjudication. The adjudication should be published in full on page five, or further forward, and the headline of the adjudication must also be published on the newspaper’s front page - directing readers to the adjudication on the page it appears. The front page headline should appear in the same font size as the front page subheadline on the article under complaint (“Hunt refuses to apologise...”). A border should appear around the headline, to distinguish it from other editorial content. The headline of the adjudication should refer to IPSO, refer to the name of the newspaper, make clear that IPSO has upheld a complaint, or has ruled against the newspaper, and refer to the subject matter of the complaint. The headline must be agreed with IPSO in advance.
20. The adjudication 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. In relation to the online version of the article, if the newspaper intends to continue to publish the article without amendment to cure the distortions identified by the Committee, the full text of the adjudication should also be published on that page, beneath the headline. If amended, a link to the adjudication should be published with the article, explaining that it was the subject of an IPSO *adjudication*, and noting the amendments made.
21. *The terms of the adjudication to be published are as follows:*

The Department of Health and Social Care complained to the Independent Press Standards Organisation that the Daily Mirror breached Clause 1 (Accuracy) of the Editors’ Code of Practice in an article headlined “You’re off your trolley”, published on 9 February 2018. The Complaint was upheld, and the Daily Mirror has been required to publish this ruling as a remedy to the breach of the Code.

The newspaper had published a front-page headline describing Mr Hunt as “off [his] trolley” and “arrogant”. These claims related to an exchange Mr Hunt had had with a TV reporter in which, it reported, he had “refuse[d] to apologise for NHS inability to cope with [the] worst winter ever as cuts bite”, and had “told staff they ‘knew what they were signing up for’”.

The complainant said that the newspaper misrepresented the exchange. It said Mr Hunt’s actual response to a question on the pressure staff were under was: “when they signed up to go into medicine, they knew there would be pressurised moments. But, I also recognise it’s not sustainable and not fair to say to them this is going to repeated year in year out”. In addition, the complainant said that when asked whether he would apologise to NHS staff, Mr Hunt said “I apologise to patients when we haven’t delivered the care that we should”. It said the article’s claim that he had refused to apologise was therefore inaccurate.

The newspaper denied any inaccuracy. It said that Mr Hunt could only have meant by his comments that the type of pressure staff were under was the pressure that they signed up for. It said that the article would be understood as reporting that Mr Hunt

had refused to apologise to staff, which it said was accurate; Mr Hunt made it very clear that he was not going to apologise to staff, when he was invited to do so.

IPSO found that Mr Hunt had not refused to apologise for the “NHS[’s] inability to cope with the worst winter ever”; this question had not been put to him. Further, while he had not responded to the journalist’s invitation to apologise to NHS staff, he had in fact offered an apology: he had apologised to patients who had received substandard care. Second, his reference to staff knowing what they were signing up for related to “pressurised moments”; he had immediately qualified this by saying that “I also recognise it’s not sustainable and not fair to say to them this is going to repeated year in year out”.

These claims about Mr Hunt’s comments were used as the basis for personal criticism of his position, and IPSO decided it was therefore a significant and prominent failure to take care not to publish distorted comments, and a breach of Clause 1 of the Code. Publication of this ruling was required as a remedy.

APPENDIX F

Paper No.	File Number	Name v Publication
1318	20095-17	Hawthorn v The Irish News
1319	20096-17/20315-17	Hawthorn v Sunday Life/The Belfast Telegraph
1320	20099-17	Hawthorn v Impartial Reporter
1321	00209-18	Hawthorn v The Sunday Times
1323	20796-17	A woman v The Argus (Brighton)
1326	20829-17	Rossi v The Argus (Brighton)
1331		Request for review
1332	00855-18	Dey v The Herald
1333	01102-18	Phelps v Edinburgh Evening News
1334	01103-18	Phelps v The Scottish Sun
1335	20416-17	Burns v The Scottish Sun
1336	00166-18	Dearlove v Mail Online
1339		Request for review
1342	01104-18	Hopkins v mirror.co.uk
1343	01059-18	Lennox v The Times
1344	00915-18	The Scottish Government v The Daily Telegraph
1350	01108-18	Mike Ashley and Sports Direct v The Times
1352	01063-18	Gabriel v Mail Online
1353	01064-18	Gabriel v mirror.co.uk
1354	01065-18	Gabriel v Daily Star
1355	01066-18	Gabriel v The Sun
1356	02148-18	Pswarayi v Swindon Advertiser
1359	01009-18	Dalton v The Scottish Sun
1360	00916-18	The Scottish Government v Scottish Daily Express
1361	01593-18	Young v Eastern Daily Press
1362	02369-18	Hewitt v The Daily Telegraph
1364	20737-17	Hewson v thetimes.co.uk
1365	01570-18	Ward v The Sunday Telegraph
1367	03042-18	Note to Committee: Pearson v Mail Online
1370	02299-18	Brown v The Scottish Sun
1371		Request for review
1372	02034-18	Cupis v bathchronicle.co.uk
1373	01724-18	Nightingale v Mail Online
1374	03206-18	Note to Committee: Pannett v Daily Mail

1375	01582-18	Little v The Mail on Sunday
1376		Request for review
1377	02240-18	Agrawal v express.co.uk
1379		Request for review
1382	02869-18	Lamb v shieldsgazette.com
1384	02623-18	Templeman v dailystar.co.uk
1385		Request for review