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**MINUTES of the COMPLAINTS COMMITTEE MEETING**  
**Wednesday 4 October 2017 at 10.30 am**  
Gate House, 1 Farringdon Street, London EC4M 7LG

**Present:** Sir Alan Moses, Chairman  
Richard Best  
Janette Harkess  
Gill Hudson  
David Jessel  
Matthew Lohn  
Neil Watts  
Elisabeth Ribbans  
Peter Wright (**Items 1 – 10**)  
Nina Wrightson

**In attendance:** Charlotte Dewar, Director of Operations  
Michelle Kuhler, PA and minute taker  
Bianca Strohmann, Head of Complaints  
Matt Tee, Chief Executive Officer

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

John Buckingham  
Niall Duffy  
Alistair Henwood  
Vikki Julian  
Madeline Palacz  
Holly Pick  
Abigail Tuitt  
Hugo Wallis

**Observers:** Nazir Afzal  
Jonathan Grun, Editors' Code of Practice Committee  
Trish Haines, Independent Reviewer  
Ruth Sawtell, Board Member  
Miranda Winram (**Items 1 – 9**)

1. Apologies for Absence

None were received

2. Declarations of Interest

Peter Wright declared an interest in item 11. He left the meeting for this item. David Jessel declared an interest in item 9. He left the meeting for this item.

3. Minutes of the Previous Meeting

The Committee approved the minutes of the meeting held on 26 July.

4. Update by the Chairman – oral

The Chairman welcomed Trish Haines, Nazir Afzal, Miranda Winram, Ruth Sawtell and Jonathan Grun to the meeting. He informed the Committee that Nazir, Miranda and Andrew Pettie, who could not make it to the meeting, would be joining the Committee later on in the month.

He welcomed new Complaints Officer John Buckingham.

He thanked Trish Haines, the Independent Reviewer, for the work that she does and expressed his gratitude for the quality of the reviews that are carried out.

The Chairman updated the Committee on recent events, including the IPSO Roadshow in Glasgow, which he said was a success. He informed the Committee that the Global Digital Review consultation had closed, and the Board would be considering the responses at its next meeting. He also updated the Committee on the recent meeting of Editors' Code Committee and on the Arbitration scheme.

5. Matters arising

There were no matters arising.

6. Complaint 13405-16 Allardyce v The Daily Telegraph

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 16646-17 A Man v South Wales Evening Post

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

8. Complaint 17562-17 Elgy v The Sun

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

9. Complaint 16237-17 Ahmed v The Sunday Times

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

10. Complaint 16236-17 Ahmed v Daily Mail

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

11. Rejection Sampling update

Nina Wrightson gave the update on the rejection sampling, thanking Janette Harkess and Elisabeth Ribbans for their assistance. No substantive concerns were raised as a result of the review.

Gill Hudson and Lara Fielden volunteered to assist with the next rejection sampling

12. Complaints not adjudicated at a Complaints Committee meeting

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

13. Any other business

(i) Complaint 02443-17 Venuprasad v The Times

The Committee discussed the findings of the Independent Reviewer, and agreed to revise the summary of complaint in its decision, to make clear that the Committee had understood the distinction between two companies with which the complainant had been associated.

14. Date of Next Meeting

The date of the next meeting was confirmed as Wednesday 15<sup>th</sup> November 2017.

The meeting ended at 1.20pm

Michelle Kuhler  
PA to the Chairman and CEO

## Appendix A

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

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

#### Summary of articles

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

#### Coverage published on 26 September

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

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

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

#### Coverage published on 27 September

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

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

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

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

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

#### Coverage published on 28 September

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

#### Coverage published on 29 September

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



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

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

#### Coverage published on 1 October

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

#### **Summary of complaint**

26. The complainants said that the level of subterfuge employed by the newspaper in its “Football for Sale” investigation had been unjustified and that it had published its findings in an inaccurate and misleading way. There was no suggestion in the coverage that the newspaper had been alerted to any specific wrongdoing on their part that would justify launching an investigation using such methods, and when the investigation provided no evidence of wrongdoing, it had nonetheless published the material and based false allegations on it. The publication of these serious and false claims had grave consequences, in particular for Mr Allardyce.
27. The complainants said that taken as a whole, and particularly in the context of the “Football for sale” investigation, the coverage suggested that they were guilty of wrongdoing amounting to corruption and that Mr Allardyce had been caught in a “corruption case”. This was inaccurate; the comments they had made during the meetings with the undercover reporters, which were the alleged basis for these claims, had not indicated any corruption. The impact of the allegation of corruption had been strengthened by the newspaper’s failure to follow through

with its claim that as part of the series it would expose further football managers' misconduct, and by its failure to give sufficient weight to the fact that Mr Allardyce had repeatedly made clear that any deal with the fictitious company would first need to be cleared by the FA.

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

*The holding of the economic rights in a player by third parties may be allowed in other countries. The FA's regulations do not prohibit the signing of a player by an English club where third parties hold an interest in a player. Before a player can be*

*registered to play in England the regulations require the English club to buy out any interests that may be held by third parties in the player.*

31. The complainants also considered that the newspaper had misled readers by suggesting that Mr Allardyce had failed to consider potential conflicts of interest. The footage demonstrated that he had emphasised throughout the discussions that he would have to seek clearance from the FA before entering into any agreement, which clearly showed that he was conscious of issues surrounding conflict of interest. They identified the first, second and third articles as examples of insufficient weight being given to this. Furthermore, Mr Curtis had not said that any proposed role would “only” conflict with Mr Allardyce’s role as England manager if he was advising on players and transfers, as stated in the first article.
32. The complainants said that the newspaper had inaccurately reported in the second article that Mr Allardyce’s business meetings “could fall foul” of FIFA’s code of ethics, and in the seventh article that Mr Allardyce and Mr Curtis had “attempted to flout the rules”. It was not against the rules for Mr Allardyce to attend the meetings. Furthermore, as previously stated, he had emphasised that any commercial agreement would have to be approved by the FA.
33. The complainants said that the seventh article, a comment piece, had also inaccurately referred to a “deal” to “provide insights and guidance over how they could get around regulations banning third party ownership of players”; there had been no such negotiations or deal discussed. Rather, the discussion had concerned engagements to do public speaking with FA approval. The impression that the “deal” was to do with giving guidance on third party ownership had also been given by the tenth and thirteenth articles. In addition, by comparing Mr Allardyce’s conduct to the MPs’ expenses scandal, the eleventh article had misleadingly suggested that his actions were criminal and dishonest. Furthermore, this article had inaccurately suggested that Mr Allardyce had been guilty of having acted in conflict of interest when, in fact, he had made clear that any deal would require FA clearance.
34. The complainants said that it had also been inaccurately reported in the fifth article that Mr Allardyce may have breached FA rules because he had failed to report that he had witnessed a discussion about unauthorised payments to players. They said that no such rule existed. Regardless, Mr Allardyce had immediately condemned the football agent’s comment and the agent had confirmed that no such payment would ever be made. There was therefore no misconduct to report, and no breach or potential breach of FA rules. They additionally noted that the rules prohibited an agent from offering or seeking to offer any consideration of any kind to players, and there were no players present at the meetings.
35. The complainants said that there was no evidence to support the assertion made in the fifteenth article that Mr Allardyce had “admitted he was ‘a fool’ to have negotiated a £400,000 speaking engagement deal and had advised a group of businessmen how to ‘get around’ the FA’s transfer rules”. He had not agreed to a £400,000 deal, or said that he was a fool to do so, and he had not said that he had done this to help a friend.

36. The complainants said that while Mr Moloney worked for a chartered accountancy firm, he was not Mr Allardyce's financial adviser and he did not act as his accountant, as stated in the first article. This inaccuracy was significant as the article suggested that Mr Moloney had held himself out as an Independent Financial Advisor, when he was not registered or qualified as one, and it had incorrectly suggested that Mr Allardyce had arranged for his financial adviser to attend the meetings.
37. The complainants said that the newspaper's public interest justification was insufficient to justify its intrusive methods. It had provided no evidence to suggest that Mr Allardyce had previously treated commercial opportunities with a lack of caution, and so the basis for its suspicion appeared to be speculative. There was no public interest in the fact that Mr Allardyce was willing to discuss commercial opportunities. While football fans may have been interested in this, the reports should have been balanced against the fact that he had made clear that any such offer would need to be cleared by the FA; that he had not taken up other opportunities; and that he was limiting the amount of commercial work he would do.

#### **Summary of newspaper's response**

38. The newspaper said that it had been essential for it to use subterfuge to carry out its ten-month investigation into corruption in football, which was clearly of significant public interest. Football was a major industry, estimated to have a value of more than £5 billion per annum, and the integrity of the game was vital to those who worked in it, as well as to its thousands of spectators and sponsors. The broader investigation had yielded numerous stories in the public interest: it had reported that eight Premier League managers had received "bungs"; an assistant manager at a Championship club had accepted a cash payment for helping an agent sign his players; the owner of a Championship team had given advice to businessmen on ways around FA and FIFA rules on third party ownership; and the chairman of a Belgian club had offered to help a fictitious firm to get around third party ownership rules.
39. The newspaper said that football was a subject about which thousands of people felt passionate in the UK. The behaviour of the sport's senior figures, such as the England manager, and the level of respect they showed to the rules of the game and its institutions were therefore matters of public interest. When Mr Allardyce was appointed England manager, his behaviour and attitude were subject to a higher standard, and whether he met those expectations was a subject worthy of investigation.
40. The newspaper gave a detailed explanation of the origins of its investigation, and how it had come to include Mr Allardyce. It said that several confidential sources, who it had believed to be credible and reliable, had made direct and specific allegations of serious misconduct against a closed group of agents, former players turned agents, and current and former managers, including Mr Allardyce. It was clear that few – if any – of its sources would be prepared to speak on the record.
41. In light of the information the newspaper had gathered, a senior editorial executive and the Deputy Editor authorised an undercover investigation to appeal to the

alleged perpetrators' interest in financial gain. As the sources' information concerned criminal activity within this "closed group", the alleged perpetrators would not have shown their hand if approached directly. It was decided that a sports representation and management business would be a plausible and suitable cover story, as it would allow those being investigated to refuse to engage if they felt uncomfortable about the topics being discussed. It was set up in November 2015, with the approval of a senior editorial executive. The newspaper provided dated emails, demonstrating the editorial consideration given to the decision to engage in subterfuge.

42. The newspaper accepted that it had engaged in a sustained level of subterfuge; however, it considered that given that the reporters were investigating allegations of illegality, its actions had been warranted and proportionate. It had followed all its internal protocols in relation to the investigation, with consent being sought from the appointed responsible senior editorial executive before each step was taken, in consultation with the Editorial Legal Director.
43. The newspaper said that in spring 2015, the Head of the Investigations Unit received confidential information alleging serious misconduct on behalf of football managers and agents. It was unable to disclose the identity of the source of the initial tip-off, or to give clear detail regarding the information he had provided in case it identified him, but his professional qualifications and reputation were such that the newspaper had considered that his testimony was credible. This source had also made serious allegations concerning Mr Allardyce's conduct.
44. For some months, the Head of the Investigations Unit carried out desktop research and had discussions with confidential sources and contacts. The newspaper established that there was a closed group of agents, former players turned agents, and current and former managers who were heavily involved in various forms of corruption in its broadest sense. In spring and summer 2015, several confidential sources also made direct and specific allegations against Mr Allardyce; these allegations were later repeated and also related to Mr Curtis. It was clear that few – if any – of its sources would be prepared to speak on the record.
45. The newspaper considered that in his new role as England manager, Mr Allardyce would be less likely to be receptive to opportunities to engage in illegal activity, but following information it had received from a specific football agent, it had believed that he might be open to forming an inappropriate commercial relationship with a sports management and marketing agency. The reporters also believed that such a meeting was required in order to confirm the relationship the football agent had claimed to have with Mr Allardyce. It had proceeded with activity relating specifically to Mr Allardyce on this basis.
46. The newspaper said that the subterfuge had revealed information of significant public interest. As the manager of the England football team, Mr Allardyce was a figurehead for the sport, who was held to a higher standard than others. His employer, the FA, was the body responsible for setting, upholding and policing standards in the game. Its investigation had established that he and the other complainants were content to enter discussions and a commercial arrangement with a company that they had known to be interested in developing third party ownership of football players, which is prohibited by the FA and FIFA. Such an

arrangement would also have created a conflict of interest for Mr Allardyce, and so his preparedness to continue the discussions following the first meeting, at which third party ownership had been discussed, had shown a lack of judgement. The investigation had also demonstrated that Mr Allardyce was willing to detail what he believed to be a method of working around these rules. In addition, his disparaging comments about a number of senior managers and players had also shown a lack of judgement. Furthermore, Mr Moloney and Mr Curtis, who had attended the first meeting as Mr Allardyce's advisers, had failed to alert him to the possible risks he was taking. There was a clear public interest in reporting that the most senior and highest profile FA employee had shown poor judgement and contempt for the organisation and the rules.

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

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



such behaviour was still going on, and his comment “you can’t go there anymore” indicated that he was fully acquainted with the concept of improper payments, which should have been reported to the FA.

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

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

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

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

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

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

T: Undercover reporter

D: Undercover reporter

SA: Sam Allardyce

MC: Mark Curtis

SH: Shane Moloney

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

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

SH	What you thinking of doing on the football transfers financing, because that's interesting- about transfers
SA	No, not transfers - buying players?
SH	No, they're talking about, the thing they're talking about is funding football transfers, aren't you? (to D)
D	Basically yes. I mean, we're trying to get players on the ground level, and if there needs to be-

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

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

MC	(continuing from before) They don't need that anymore.
SA	[shakes head in agreement and says something about Belgium]
	[talking over each other about work permits]
D	Yeah,
SA	They're EU nationals (...) so no work permit (...) In Belgium at 16 they get a Belgian passport (inaudible) 18 months
	[SH's phone rings. He picks it up.]
SH	(into phone) XXXX, I didn't (inaudible)...right, okay.
SA	You needs somebody in the staff department to be dedicated to that department, It's a well, it's a well, for many investment companies now, it's quite, lucrative, there's quite a lot doing it. It's quite, luc-
D	Yeah
SA	You know, there's millions of football players across the world with great talent (mumbles) the size of the wealth you gain from start to finish in a few weeks, and what the ones that don't work (mumbles) wouldn't have cost you that much.
D	Yeah.
SA	You know what I mean? So that, they'd cost you this much (gestures low) but the one that works (arm zooms upwards). It's like hitting the top end of the- you know.
D	I don't actually understand the argument against it either. I know they call it slavery or whatever but I don't understand that.
SA	It's football (both MAN and SA try to explain over each other)
MC	It's just a service isn't it
D	I know but they're still getting their wages aren't they, which is what they'd get anyway. So, yeah.
SA	Yeah, it's ridiculous. It only happens in this country.
D	Yeah. Yeah.
SA	It's only banned in this country because it-
SH	And France.
SA	And France.
D	Yeah.
SA	You can still get around it. I mean, obviously, the big money's here.
D	Of course.
SA	You know what I mean? So all the small clubs have got big money. That's the thing, so if the money, the money, if the percentage of the money from the transfer and/or the transfer fee and/or agents' fee, it's now in the, it's millions and millions of pounds.
SA	XXXX's agent got twenty million.
MC	He's not a bad thing though is it?
MC	What they're trying to do is that here we pay a lot more money, so if you have a player in Belgium, or Spain or Portugal, and you bring them here, that's what you're gonna get
SA	Yeah of course
MC	And they sorted that out via, pay, paying XXXX thirty million pounds, and XXXX have to settle their liabilities with you. It's nothing to do with the club here.
SA	Exactly.

MC	And so, they go through the lawyers.
SA	Your key element is your choice of, erm...who runs the business.
D	Yeah.
SA	Gets the business. Get those elements right, it's -lots and lots of money.

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

M: Undercover reporter

C: Undercover reporter

SM: Football agent

SA: Sam Allardyce

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

**Later in the conversation**

	SA	But you slipped up tonight.
	SM	Once

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

### Summary of comments relating to the transcripts

60. To support its position that it had accurately reported what had been said during the two meetings with the undercover reporters, the newspaper had initially provided extracts of transcripts of the meetings. Later, the Committee also required the newspaper to provide the complete transcripts and the accompanying recordings in order for it to properly test the accuracy of the reported claims. The newspaper said that it had ensured that at least four of its staff had listened to the recordings before quotations had been published. For the bulk of the recordings, a single reporter had made a transcript.
61. The complainants considered that the complete transcripts provided significant further justification for their complaint. Far from treating commercial relationships

improperly, Mr Allardyce had exhibited caution and had told the reporters that they would need to clearly set out their proposal, which would then need to be cleared by the FA, and due diligence would be required with respect of the company. It was also clear that Mr Allardyce had not previously entered a discussion about a potential commercial agreement; he was not, therefore, seeking to make as much money as he could from his role as England manager. The transcripts had also demonstrated that Mr Allardyce had taken the football agent to task for suggesting payments to players.

62. The complainants' key concern, however, was that the newspaper had fundamentally misreported what Mr Allardyce had said about third party ownership, which had been the focus of its exposé. They said that the transcripts showed that his proposal had not concerned transfer fees, as reported; in fact, he had said that a third party could not get part of the transfer fee because of the rules on third party ownership, but an agent working for a company could get commission on the negotiation or renegotiation of a player's contract. There was a fundamental difference between an agent receiving a percentage of a transfer fee and an agent receiving commission on a contract that he had negotiated. The advice Mr Allardyce had given would not breach FA rules and was legitimate; it was a way that companies could invest in football in the UK without falling foul of the rules on third party ownership.
63. In addition, they noted that it had been the reporter who had talked about ways of working around or through third party ownership rules, and a journalist had said that the company wanted to buy economic rights "in places where we can do that", which had led to the conversation about it being possible in certain regions. As the complainants had understood that the company was not proposing third party ownership in countries where it was prohibited, there had been no abuse of the rules or advice given on how to break them. Mr Allardyce and Mr Curtis had made clear that third party ownership would have to end when a player came to the UK.
64. The complainants said that the transcripts had shown that there had been no attempt to expose them engaging in discussions about corrupt activity, and the newspaper had admitted that it had not expected them to engage in such wrongdoing during the meetings. Furthermore, the investigation had not demonstrated that Mr Allardyce had acted without caution: the transcripts showed that he had repeatedly said that he would have to clear any deal with the FA. Mr Curtis had also said that "there is no way he will do anything that would compromise himself or the position that he's got – bring any embarrassment on any employer".
65. The complainants also considered that the newspaper had made no attempt to justify its use of subterfuge in relation to Mr Moloney and Mr Curtis, or to justify publishing photographs and videos of them obtained through subterfuge. The transcripts demonstrated that the undercover reporters had not known who Mr Moloney was and were unaware that he was attending the meeting; they had also been unsure as to whether Mr Curtis would be attending.
66. Mr Curtis and Mr Moloney disputed that there was a public interest in reporting their lack of action in warning Mr Allardyce of the risks he was taking: the

transcripts demonstrated that they had advised Mr Allardyce correctly; furthermore, the newspaper was unaware of any advice they were giving him outside the meetings. They said that there was no legal or FA reason that prohibited the discussions taking place.

67. The newspaper denied that it had misrepresented what Mr Allardyce had said about third party ownership. His proposal was an established workaround to third party ownership rules, which was being talked about in footballing circles. Moreover, it was clear that he was suggesting that money was to be passed from the agent to the fictitious company.

68. The newspaper said that Mr Allardyce had also proposed that the agent should get a ten per cent fee, when the FA rules on intermediaries recommended that remuneration for agents acting for a player in a transfer should not exceed three per cent of the player's income for the duration of the contract. This inflated percentage suggested by Mr Allardyce reinforced the idea that this was not an ordinary commission to an agent.

### Relevant Code provisions

#### 69. Clause 1 (Accuracy)

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

#### Clause 10 (Clandestine devices and subterfuge)\*

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

#### Clause 14 (Confidential sources)

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

#### The public interest

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

1. The public interest includes, but is not confined to:



- Detecting or exposing crime, or the threat of crime, or serious impropriety.
  - Protecting public health or safety.
  - Protecting the public from being misled by an action or statement of an individual or organisation.
  - Disclosing a person or organisation's failure or likely failure to comply with any obligation to which they are subject.
  - Disclosing a miscarriage of justice.
  - Raising or contributing to a matter of public debate, including serious cases of impropriety, unethical conduct or incompetence concerning the public.
  - Disclosing concealment, or likely concealment, of any of the above.
2. There is a public interest in freedom of expression itself.
  3. The regulator will consider the extent to which material is already in the public domain or will or will become so.
  4. Editors invoking the public interest will need to demonstrate that they reasonably believed publication - or journalistic activity taken with a view to publication - would both serve, and be proportionate to, the public interest and explain how they reached that decision at the time.

### **Findings of the Committee**

70. To comply with Clause 10 of the Code, the newspaper had to demonstrate that it had a reasonable belief that subterfuge would uncover material that was in the public interest; that the level of subterfuge employed was proportionate to the public interest identified; and that it was unlikely that the material required could have been obtained by open means.
71. Due to its obligation to protect confidential sources, the newspaper had been unable to provide the primary information that had led it to investigate Mr Allardyce. However, it had explained that in spring 2015, credible and reliable sources had made a number of serious allegations against football managers, including Mr Allardyce, and these allegations were later repeated. The newspaper provided copies of contemporaneous email correspondence, which demonstrated that there had been senior editorial involvement at all stages of the decision-making which had led to the undercover investigation, and discussion of the public interest that would be served by it. When Mr Allardyce had been appointed England manager and circumstances changed, it had decided to investigate whether he would engage in impropriety rather than the more serious allegations which had been made by the source. It had set up a company in order to find out whether he would form an inappropriate commercial relationship. It had hoped that during its meetings with Mr Allardyce, its sources' claims would also be verified.
72. Football has huge commercial value in the UK, and the integrity of the game is crucial to its millions of fans and investors. As England manager, Mr Allardyce held one of the most senior positions in English football, for which he was being paid a salary of £3 million by the FA. Given that Mr Allardyce was such a senior figure at the FA, with a high public profile, there was a strong public interest in discovering whether the sources' allegations, which appeared to the newspaper to be credible and involved serious misconduct, were true. The newspaper had first

engaged in a general process of information gathering, examining in detail the claims made by its sources. As the newspaper's sources were not willing to speak on the record, and given the nature of the allegations, the Committee was satisfied that the newspaper could not have obtained this further material evidence by open means; it was reasonable for it to have believed that it could only be obtained through subterfuge.

73. The newspaper had set up a company, created an elaborate back-story, and its undercover reporters had attended two meetings with the complainants lasting approximately four hours in total. While this did represent a sustained level of subterfuge, this was a productive and proportionate way to gain further material evidence to support the claims of past wrongdoing. The Committee noted that the meetings had mimicked professional approaches which Mr Allardyce could have encountered in his professional life, and the newspaper's contact with the complainants had been limited to two occasions. There had been no attempt to gain information from Mr Allardyce in relation to his private or personal life. The Committee was satisfied that the level of subterfuge used in the investigation was proportionate to the public interest identified.
74. To comply with Clause 10, the newspaper's decision to publish the material it had obtained also had to be justified in the public interest. The complainants had raised serious concerns about the accuracy of the newspaper's account of their conduct at the meetings, and detailed consideration of these points was required in order to assess the public interest justification for publishing the findings. However, as the Committee explains later, aside from one significant inaccuracy in an accompanying comment article, it found that the coverage of the investigation was accurate (see *paragraphs 78 to 101*).
75. The newspaper's investigation had not uncovered evidence that the complainants had acted illegally, and during the meetings, they had made clear that any commercial proposal would need to be clearly defined and approved by the FA before it was agreed. However, the newspaper had uncovered evidence of serious impropriety, which justified publication. In particular, Mr Allardyce had shown disregard for FA rules and had spoken disrespectfully about them to people he had only just met. In the first meeting, he had explained a method by which a third party could benefit from a player's financial success. He had also said that the FA ban on third party ownership was "ridiculous". The newspaper had also gathered evidence that he was willing to negotiate speaker fees with a company that was explicitly interested in third party ownership, despite the potential conflict of interest should players part-owned by that company be selected to play in the England team. During the second meeting, he had witnessed a football agent suggesting that an unauthorised payment could be made to a player. Although later in the conversation, Mr Allardyce had emphasised that such a suggestion was against the rules, his first reaction had been to say, "you can have that conversation when I'm not here" with a napkin placed jokingly over his head.
76. There was a clear public interest in publishing evidence that the England manager, the figurehead of the national game, had made such comments, which shed light on his attitude towards the rules of football in this country and abroad. As Mr Curtis and Mr Moloney had taken part in the first meeting as the England manager's key advisers, the reporting of their involvement was also justified.

77. The newspaper had justified its methods, and its decision to publish the material it had obtained. The complaint under Clause 10 was not upheld.
78. The Committee then considered the accuracy of the coverage. The Committee had access to the recordings of the meetings between the complainants and the undercover reporters, and it gave detailed consideration to both the words spoken at these meetings, and the manner in which they were spoken.
79. The stated purpose of the newspaper's "Football for Sale" investigation had been to expose corruption in football, and the newspaper had presented comments made by Mr Allardyce at two meetings with undercover reporters as the investigation's most significant exposure: the coverage opened with the front-page headline "England Manager for Sale".
80. The Committee noted the complainants' concern that by focusing on Mr Allardyce in the coverage of its investigation, which had made repeated references to bribes, bungs and corruption, the newspaper had given the seriously misleading impression that his conduct amounted to corruption.
81. The Committee considered the complainants' contention that the coverage had presented a misleading picture of their actions during the undercover investigation, and had inaccurately mischaracterised this as constituting corruption.
82. The Committee noted that in addition to its disclosure of comments made by Mr Allardyce, over the course of several days, the newspaper had reported that its investigation had found evidence of illegality, including agents boasting of making payments to managers; an assistant manager accepting a bundle of cash from an agent; and footballers placing bets on their own match. The investigation had been carried out in the context of a history of alleged corruption in football.
83. As England manager, however, Mr Allardyce was the highest-profile person to stand accused of impropriety. He held one of the most senior positions at the FA, the body tasked with setting and enforcing the rules of football in England. In that role, it was his responsibility to demonstrate leadership and to uphold the FA's standards, both in public and in private. Any suggestion of a failure to do so on his part would cast serious doubt over the integrity of the game as a whole in England.
84. The newspaper reported that it had found evidence that Mr Allardyce would enter discussions with representatives of a company "he had only just met" to secure a lucrative speaking deal, and that despite being informed that the company was interested in third party ownership, a practice banned by the FA, he had attended a second meeting. The newspaper had also reported evidence that Mr Allardyce had offered advice to the firm on how to "get around" rules on third party ownership, and had commented that the FA's rules on the practice were "ridiculous". Furthermore, at a second meeting, it had published evidence that appeared to show blatant disregard for the rules when Mr Allardyce witnessed an agent suggesting that an unauthorised payment could be made to a player, and he said that the conversation could take place "when I'm not here".

85. The coverage of Mr Allardyce's comments during the meetings was presented in the context of the newspaper's investigation into corruption in football. Both in the presentation of its findings, and directly in its leader columns, the newspaper had suggested that Mr Allardyce's activities tended to create a climate in which corruption of the kind that it had sought to expose elsewhere within its "Football for sale" series might be tolerated. The newspaper had not accused the complainants of corruption which amounted to illegality. The allegation of corruption in relation to Mr Allardyce was that he appeared to be prepared to engage in unethical and inappropriate behavior. This characterisation was justified, based on the material the newspaper had uncovered about Mr Allardyce. There was no failure to take care over the accuracy of the coverage on this point.
86. During the first meeting with the undercover reporters, the complainants had engaged in a discussion about third party ownership, a practice that is widely regarded as ethically wrong as it allows a professional football player to be owned or partially owned by a third party so that it may benefit financially from transfer fees, despite the fact that it is making no contribution to that player's success. The FA banned the practice, which has been described by senior figures in football as modern-day "slavery", on the basis that it poses "an unacceptable level of risk to the integrity of our competitions". FIFA, football's world governing body, also banned it in 2014.
87. During the meeting, Mr Allardyce gave no indication of concern that the company was proposing to engage in the practice of third party ownership, which he knew to be banned in the UK. When the reporters explained that their company was interested in getting involved in the transfer market, Mr Curtis had questioned whether there would be "third party ownership problems", and Mr Allardyce had said that this was "not a problem", and he named two individuals who he said had "been doing it for years". Mr Allardyce then set out a method, by which a company could benefit financially from the transfer of a player, whether or not that was a benefit to his career as a player. He explained that a company that owned a player would have to release the player from ownership if they wanted to play for a team in England. The company could then employ an agent to represent that player, and take from the agent a proportion of the agent's commission in relation to any contract negotiated in relation to the player. Unless the player later chose to change agents, the agent and the company would share the financial benefits of any future contracts. Mr Allardyce ridiculed the FA ban on third party ownership.
88. The Committee acknowledged Mr Allardyce's position that he was unaware of the extent of the ban on third party ownership, and it noted that the undercover reporter had stated that the company was only interested in the practice "in places where we can do that". However, it was clear from the tone and phrasing of the conversation that the complainants had known that third party ownership was controversial and that it was banned in England; Mr Curtis in particular had questioned how Mr Allardyce's proposal would work legally. Despite this, Mr Allardyce had still been willing to propose an alternative means by which the aims of the practice – to allow a third party to benefit from a player's success – could be accomplished. The vice inherent in such a practice remained the same.

89. The Committee noted the complainants' concern that Mr Allardyce's comments related to the profit that could be made from the negotiating and renegotiating of contracts, rather than transfer fees. However, the distinction was not significant, given that his method was a process by which a third party could obtain a financial benefit from a transfer through its employment or control over a player's agent. A company would thereby profit from the player's transfer, without engaging in the banned practice of third party ownership.
90. In its coverage, the newspaper had described the method set out by Mr Allardyce variously as "a workaround"; a method by which the rules could be "circumnavigated"; and an attempt to "flout the rules". Given that his method was a way in which a third party could profit from a player despite the ban on third party ownership, the Committee did not consider that these descriptions were inaccurate. There was no breach of the Code on these points.
91. It was accepted by the parties that Mr Allardyce's proposed method would not have broken FA rules. The sixth article had asserted that he had briefed on "breaking the rules". The article in question had also outlined the proposed method and it had additionally described it as a way to "circumnavigate third party ownership". In considering this point, the Committee also had regard for the comments Mr Allardyce had made at the second meeting with the reporters, when he had suggested that a conversation about making an unauthorised payment to a player could be had when he was not present. In the full context, the Committee did not consider that the brief reference to "breaking the rules" in the final paragraph of the sixth article was significantly misleading. There was no breach of the Code on this point. While the Committee welcomed the offer to publish a correction on this point, it did not consider that this represented a significant inaccuracy, which required correction.
92. Mr Allardyce had actively engaged in discussions with representatives of the company despite it making clear that it planned to engage in third party ownership, and he had attended a second meeting with representatives of the firm. The newspaper had accurately reported that he had been "unperturbed" that the firm had been proposing third party ownership of players in contravention of FA and FIFA rules, and that he had known the company to be "engaging in the third party ownership of football players". There was no breach of the Code on these points.
93. While the Committee did not consider that the newspaper had inaccurately reported Mr Allardyce's comments on third party ownership, it was concerned that the seventh article had asserted that Mr Allardyce had entered negotiations "to provide insights and guidance over how [the firm] could get around regulations banning third party ownership of players". In fact, although Mr Allardyce had discussed how rules on third party ownership could be evaded, the proposal was for him to do speaking engagements on behalf of the firm. The Committee acknowledged that this reference appeared in a comment piece; nonetheless, it was an inaccurate factual assertion that had given the significantly misleading impression that Mr Allardyce had chosen to pursue actively the possibility of receiving payment specifically in return for advice on how third party ownership could be exploited for profit. This was a significant distortion of the true position

and represented a failure to take care over the accuracy of the article in breach of Clause 1 (i). A correction was required in order to avoid a breach of Clause 1 (ii).

94. The newspaper had also accused Mr Allardyce of failing to consider potential conflicts of interest that would arise if he agreed to work for the sports management company. The Committee noted that it was not against FA rules for the England manager to explore commercial opportunities, and it acknowledged that Mr Curtis had emphasised during the first meeting that before any agreement was made, the proposal would need to be precisely defined and cleared by the FA. Mr Allardyce had also repeated this position at the second meeting.
95. However, the Committee considered that Mr Allardyce had clearly failed to consider the conflict of interest that would potentially arise if players in whom the company had a financial interest (whether directly or via an agent it employed) were selected to play for the England team, thereby raising their value and benefiting the company. Furthermore, having regard for the recordings of the meetings and the transcripts, the Committee found that there was a distinction to be drawn between the complainants' evident concern not to be found in breach of FA rules, and a direct expression of concern by Mr Allardyce himself in relation to the propriety of his activities. At multiple points in the transcript, the complainants referred to FA rules, but the Committee concluded that the newspaper was entitled to take the view that this did not extend to a personal concern on Mr Allardyce's behalf about his conduct. While he had said that any deal would need to be cleared by the FA, he had still attended a meeting with a company when he had known very little about its background; he had discussed the details of the proposed trips abroad and the fee; and he had said that "in principle" the speaking arrangements would be "okay". He had also shown no concern that the company was proposing to engage in third party ownership, a practice that was banned by his employer, and in fact he had ridiculed the ban when he had said at the first meeting with the reporters that it was "ridiculous". Further, he had attended a second meeting with the firm in the knowledge of its intention, at which he appeared to countenance discussions by his close associates of the practice of unauthorised payments to players, so long as he was not personally involved. The newspaper was entitled to take the view that Mr Allardyce's conduct demonstrated that he personally had failed to give proper consideration to potential conflicts of interest; the characterisation was not significantly misleading. There was no breach of the Code on this point.
96. The Committee noted that the first article had reported that Mr Curtis had explained that the role would "only" conflict with Mr Allardyce's job as England manager if he advised on players and transfers. In fact, he had said:

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

While Mr Curtis had not asserted that there was only one potential area of conflict for Mr Allardyce, he had made clear that advising on players and transfers was a key area of potential conflict, and the article had included his more general

position that any agreement would have to be cleared by the FA. In this context, the article had not given a misleading impression of the comments Mr Curtis had made about potential conflicts of interest, and this point did not represent a significant inaccuracy that required correction. There was no breach of the Code on this point.

97. The Committee noted the complainants' concern that the newspaper had inaccurately asserted in the fifth article that Mr Allardyce "may have breached FA rules" by failing to report comments made by the football agent about unauthorised payments to players. However, the article had not stated as fact that the conversation breached FA rules; this was clearly conjecture, and the article had made the basis for the conjecture clear. It had accurately described the conversation, including the fact that Mr Allardyce had said that such payments to players could not be made, and it had quoted the relevant section of the FA's "Rules of the Association", which state that "a Participant shall immediately report to The Association any incident, facts or matters which may constitute Misconduct." Similarly, the second article, which asserted that Mr Allardyce's meetings "could fall foul of world football's code of ethics", speculated as to whether Mr Allardyce had breached FIFA rules on conflicts of interest, and it had made clear that Mr Allardyce had said "repeatedly" that any deal would need to be cleared by the FA. The newspaper had distinguished clearly between comment, conjecture and fact. There was no breach of the Code on these points.
98. Mr Allardyce had been appointed England manager on 22 July 2016. On 19 August 2016, the complainants had arranged to meet undercover reporters, claiming to represent a sports management company, in order to discuss the possibility of Mr Allardyce being paid to do speaking engagements. During the meeting, Mr Curtis had suggested a fee of £400,000 for four engagements, which would be paid to Mr Allardyce on top of his £3million England salary. Although the complainants had made clear that there was a limit to the amount of work Mr Allardyce could accept due to his role as England Manager, and Mr Curtis had stated that this was the only commercial opportunity that he had so far explored, the newspaper had been entitled to take the view that Mr Allardyce's attendance at the meeting demonstrated that he was keen to capitalise on his role as England manager. The assertion that he had "tried to make as much money as possible as England manager" was not significantly misleading. The Committee also noted the newspaper's point that Mr Allardyce had not yet met the England team at the time of the first meeting. There was no failure to take care over the accuracy of the coverage on this point.
99. The complainants had also expressed concern about the report that Mr Allardyce had admitted that he was "a fool" to have negotiated the speaking deal and for advising the firm on how to "get around" the FA's transfer rules. However, the newspaper had made clear that it was reporting comments made by the Chairman of the FA about his conversation with Mr Allardyce: the comments had been clearly attributed to the Chairman. The headline to the article also made clear that this was a quotation. While Mr Allardyce denied that he had made such a comment, in reference to the meetings with the undercover reporters, he had said "on reflection, it was a silly thing to do", and the Committee did not consider that there was a significant difference between the two statements. The newspaper had been entitled to report the comments made by Mr Allardyce's employer, and to rely on



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

100. The complainants said that the newspaper had inaccurately described Mr Moloney as Mr Allardyce's financial adviser. However, Mr Moloney worked for an accountancy firm; he had attended the meeting with the reporters as Mr Allardyce's business associate; and he had introduced the subject of fees. In these circumstances, the brief reference to him as financial adviser to Mr Allardyce was not significantly misleading. The newspaper had not given the inaccurate impression that he was registered as an Independent Financial Advisor. There was no breach of the Code on this point.

101. The complainants had identified one inaccuracy, which required correction under the terms of the Code. The newspaper had not offered to correct this point, which represented a breach of Clause 1(ii).

### **Conclusion**

102. The complaint was not upheld under Clause 10. It was upheld under Clause 1 in relation to one article.

### **Remedial action required**

103. 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.

104. In this case, the complainants had identified one significant inaccuracy which represented a breach of Clause 1(ii), which required correction. The newspaper had not offered to publish a correction to address this point.

105. Having considered the nature of the inaccuracy, and its relatively limited prominence within the coverage as a whole, the Committee considered that the appropriate remedial action was the publication of a correction. This correction should appear on page twenty-two of the newspaper, where the original article appeared, or further forward. It should also appear at the top of the article as it appears online.

106. The correction should state that it has been published following an upheld ruling by the Independent Press Standards Organisation, and it should make clear that Mr Allardyce did not enter negotiations to provide guidance on how to get around rules on third party ownership. The full wording should be agreed with IPSO in advance.



## Appendix B

### Decision of the Complaints Committee 16646-17 A Man v South Wales Evening Post

#### Summary of Complaint

1. A man complained to the Independent Press Standards Organisation that the South Wales Evening Post breached Clause 1 (Accuracy), Clause 2 (Privacy), Clause 6 (Children) and Clause 12 (Discrimination) of the Editors' Code of Practice in an article headlined "Safety alert after youth stole life ring" published on 3 July 2017. The article also appeared online headlined "A teenager took a life-ring from a lifeboat station, but it was taken off him and returned minutes later" published on 30 June 2017.
2. The article reported that an unnamed boy, accompanied by two friends, had removed a life ring from its post at a lifeboat station. The article reported that the life ring had been returned fifteen minutes later by a member of the public, but that the lifeboat crew had issued a safety warning on Facebook urging the public not to remove emergency items and reiterating the importance of a life ring if a member of the public gets into difficulties in the water. The article also included a quotation from a member of the lifeboat crew stating that the parent of the child responsible had spoken to him, and had made him aware that his son had a medical condition, which was named in the article. The article stated that, after the incident, the family had been invited to the lifeboat station to learn about the work of the organisation. The article was illustrated with a still taken from CCTV footage of the boy with the life ring, with his face obscured. The online article was substantially the same as the print version.
3. The complainant, the father of the child referred to in the article, said that the article was inaccurate, as it implied that the life ring had been stolen, when in fact it had been removed from its post and thrown on to the road, only a few feet from the post.
4. The complainant said that the article had intruded into his son's privacy. His son was well known in the local community and his distinctive physical appearance and clothing meant he could be easily identified from the image, despite the pixilation of his face. The complainant was also concerned that his son's medical condition had been named in the article. He said he had provided this information to the lifeboat volunteer confidentially and in the strictest confidence. He said that the publication of the article, and specifically the reference to the condition, had had a detrimental effect on his son's health.
5. The complainant also said that the article discriminated against his son, as the newspaper had pictures of all three young people involved in the incident, but chose only to publish the photograph of his son, due to his medical condition. He also said that the reference to his son's medical condition was discriminatory, as it was not genuinely relevant to the story.

6. The newspaper did not accept that it had breached the Code. The newspaper said there was a public interest in publishing the article, as it highlighted antisocial behaviour and the potentially serious consequences it could have for public safety. It said that information about the incident and the photographs included in the article had been shared publicly by the lifeboat station in a Facebook post, appealing for information about the identity of those involved in the incident.
7. The newspaper did not accept that the complainant's son was identifiable from the coverage, as his face was sufficiently obscured and he was not named in the article. It said that it had not known the name of the young person pictured, and so it could not have contacted his parents for consent prior to publication.
8. The newspaper said that it had contacted the lifeboat station to discuss the incident after reading the post on Facebook. It said that during this conversation the representative had made reference to the child's medical condition, and explained he had been contacted by the child's father following the incident. The editorial team decided to publish the reference to the child's medical condition as they believed it explained to the reader that this was not a deliberate act of vandalism, but a genuine misunderstanding. It denied that any prejudiced or pejorative reference had been made to the complainant's son.

#### Relevant Code Provisions

9. Clause 1 (Accuracy)
  - i. The Press must take care not to publish inaccurate, misleading or distorted information or images, including headlines not supported by the text.
  - ii. A significant inaccuracy, misleading statement or distortion must be corrected, promptly and with due prominence, and – where appropriate- an apology published. In cases involving IPSO, due prominence should be as required by the regulator.
  - iii. A fair opportunity to reply to significant inaccuracies should be given, when reasonably called for.
  - iv. The Press, while free to editorialise and campaign, must distinguish clearly between comment, conjecture and fact.

#### Clause 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 6 (Children)\*

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

- ii. They must not be approached or photographed at school without permission of the school authorities.
- iii. Children under 16 must not be interviewed or photographed on issues involving their own or another child's welfare unless a custodial parent or similarly responsible adult consents.
- iv. Children under 16 must not be paid for material involving their welfare, nor parents or guardians for material about their children or wards, unless it is clearly in the child's interest.
- v. Editors must not use the fame, notoriety or position of a parent or guardian as sole justification for publishing details of a child's private life.

#### Clause 12 (Discrimination)

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

#### The public interest

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

1. The public interest includes, but is not confined to:
  - Detecting or exposing crime, or the threat of crime, or serious impropriety.
  - Protecting public health or safety.
  - Protecting the public from being misled by an action or statement of an individual or organisation.
  - Disclosing a person or organisation's failure or likely failure to comply with any obligation to which they are subject.
  - Disclosing a miscarriage of justice.
  - Raising or contributing to a matter of public debate, including serious cases of impropriety, unethical conduct or incompetence concerning the public.
  - Disclosing concealment, or likely concealment, of any of the above.
2. There is a public interest in freedom of expression itself.
3. The regulator will consider the extent to which material is already in the public domain or will become so.
4. Editors invoking the public interest will need to demonstrate that they reasonably believed publication- or journalistic activity taken with a view to publication- would both serve, and be proportionate to, the public interest and explain how they reached that decision at the time.
5. An exceptional public interest would need to be demonstrated to over-ride the normally paramount interests of children under 16.

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

10. While the child's father had mentioned his son's medical condition to a member of the lifeboat crew, the newspaper had not sought or obtained consent to publish this detail. The newspaper had published this information alongside a picture of the child which, despite pixelation, included detail by which he could have readily been identified within the small local community, thus informing them of his medical condition.
11. The child had a reasonable expectation of privacy regarding this medical information, which was sensitive in nature, and this expectation was heightened due to his age. In publishing this information, without consent, the newspaper had intruded into the child's private life and into his time at school.
12. As children are given special protection under the Code, the newspaper was required to demonstrate that an exceptional public interest was served by publishing this private information about the child.
13. The Committee acknowledged that there was a public interest in reporting the serious dangers posed by the removal of life saving equipment, such as the life ring, from the life boat station. It also noted that the newspaper had reported the child's medical condition on the basis that it provided context for his actions, and some mitigation. However, the public interest in publishing the story generally did not justify reporting private medical information about the child without consent. The complaint was upheld under Clause 2 and Clause 6.
14. The Committee noted the complainant's concern that the newspaper had published his child's photograph, but not photographs of the other children involved in the incident. However, the selection of material for publication is a matter of editorial discretion; focusing on this child's involvement in the incident did not represent discrimination in breach of Clause 12. Furthermore, the reference to the child's medical condition was not pejorative or prejudicial, and it was relevant to the story as it helped to explain the circumstances of the incident. The complaint under Clause 12 was not upheld.
15. The Committee did not consider that it was inaccurate for the newspaper to have reported that the life ring had been "stolen". The article made clear that it had been taken from the life boat station by three boys and that it had been returned by a member of the public. There was no failure to take care over the accuracy of the article in breach of Clause 1.

### **Conclusion**

16. The complaint was upheld.

### **Remedial action**

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

18. Where the Committee has upheld a complaint as a breach of Clause 2 and Clause 6, the appropriate remedial action is the publication of an adjudication.
19. The Committee noted that there had been a reference to the article on the front page of the newspaper. However, the breach of the Code had appeared in the main article, on page four. As such, the adjudication should also be published on page four, or further forward.
20. The wording of the headline to the adjudication should be agreed with IPSO in advance, or in the absence of agreement, as determined by the Complaints Committee. It should refer to IPSO, include the title of the newspaper, make clear that the complaint was upheld, and refer to the subject matter. The placement on the page, and the prominence, including font size, of the adjudication must also be agreed with IPSO in advance.
21. 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.
22. The terms of the adjudication to be published are as follows:

*Following the publication of an article headlined "Safety alert after youth stole life ring" on 3 July 2017, a man complained to the Independent Press Standards Organisation that the South Wales Evening Post breached Clause 2 (Privacy) and Clause 6 (Children) of the Editors' Code of Practice. The complaint was upheld, and IPSO required the South Wales Evening Post to publish this adjudication.*

*The article reported that a boy, accompanied by two friends, had removed a life ring from its post at a lifeboat station. The article included a photograph of the boy with his face obscured, and a quotation from a member of the lifeboat crew stating that the parent of the child responsible had said that his son had a medical condition, which was named in the article.*

*The complainant said that the article had intruded into his son's private life and into his time at school. His son was well known in the local community and he could be easily identified from the image, despite the pixilation of his face. The reference to his medical condition had had a detrimental effect on his son's health.*

*The newspaper said there was a public interest in publishing the article as it highlighted the potentially serious consequences the incident could have for public safety.*

*It did not accept that the complainant's son was identifiable from the image. It said that it had not known the name of the young person pictured, and so it could not have contacted his parents for consent prior to publication. A representative from*

*the lifeboat station had made reference to the child's medical condition. It had decided to publish the reference as it believed it explained to the reader that this was not a deliberate act of vandalism, but a genuine misunderstanding.*

*While the child's father had mentioned his son's medical condition to a member of the lifeboat crew, the newspaper had not sought or obtained consent to publish this detail. The newspaper had published this information alongside a picture of the child which, despite pixilation, included detail by which he could have readily been identified within the small local community, thus informing them of his medical condition. The child had a reasonable expectation of privacy regarding this medical information, which was sensitive in nature, and this expectation was heightened due to his age. In publishing this information, without consent, the newspaper had intruded into the child's private life and into his time at school.*

*The public interest in publishing the story generally did not justify reporting private medical information about the child without consent. The complaint was upheld under Clause 2 and Clause 6.*

## Appendix C

### Decision of the Complaints Committee 17562-17 Elgy v The Sun

#### Summary of complaint

1. Rachel Elgy complained to the Independent Press Standards Organisation that The Sun breached Clause 1 (Accuracy) and Clause 12 (Discrimination) of the Editors' Code of Practice in an article headlined "Now Phil's finally Out, he must shut door behind him", published on 14 August 2017. The article was also published online with the headline "Now Philip Hammond is finally Out he must shut the door behind him and take control over our laws, our trade and especially immigration".
2. The article under complaint was an opinion column by Trevor Kavanagh. It claimed that there was "one unspoken fear, gagged by political correctness, which links Britain and the rest of Europe. The common denominator, almost unsayable until last week's furore over Pakistani sex gangs, is Islam". The article claimed that "thanks to former equalities chief Trevor Phillips, and Labour MPs such as Rotherham's Sarah Champion, it is acceptable to say Muslims are a specific rather than a cultural problem".
3. The article claimed that the authorities have "long deliberately disregarded Muslim sex crimes – soon likely to be a racist offence in itself – including outrages such as female genital mutilation and 'honour' killings". It claimed that this "contemptible treatment of women...would have been inconceivable here on such a scale only a few years ago", that "the problem began with Tony Blair opening the doors to mass immigration and silencing critics by branding them 'racist'", and that "it was turbocharged when German Chancellor Angela Merkel indiscriminately waved in a million more so-called refugees from Africa, Afghanistan and Pakistan". The article concluded by noting that if the UK achieved a full Brexit, it will "be back in charge of immigration", and asked: "What will we do about The Muslim Problem then?"
4. The complainant said that it was inaccurate to claim that it was acceptable to say that Muslims were a "specific rather than a cultural problem". She said it was inaccurate to claim that the "contemptible treatment of women" was a problem caused by immigration. She said that contemptible treatment of women was evidenced throughout Western history, and noted that 90% of sex offenders in the UK are white males. The complainant acknowledged that some recent high-profile cases of child sexual exploitation involved perpetrators from Asian communities, but said that these crimes can occur in all communities. She said that female genital mutilation and so-called 'honour' based violence cannot be linked to any one religion or culture. The complainant provided material to demonstrate that these offences were perpetrated across faiths, and that neither were required by the Qur'an. She said that the article's generalised statements on the sexual offences were misleading, and it was misleading to suggest that sexual offences were disproportionately committed by Muslim men.
5. The complainant said that the article's reference to "so-called refugees" was inaccurate, as it cast doubt unjustifiably on the genuineness of their claims. She



- questioned whether there was evidence for this position, or the claim that “a million” refugees had entered Germany.
- 6.
  7. The complainant said the question posed at the end of the article reflected the phrase “The Jewish Problem”, used in 1930s Germany in the context of Nazism, and before the Holocaust. She said that the article discriminated against immigrants and Muslim men.
  8. The newspaper said that this complaint raised issues of freedom of speech, and highlighted the determination of some to restrict open discussion about a specific problem for fear of being labelled “racist” or “Islamophobic”. The newspaper said that the article did not state or suggest that a disproportionate number of sexual offences are committed by Muslims compared with the wider population. It said that the article pointed out that for gang-related child sexual exploitation, the convictions have largely been against British Pakistani men. The newspaper said that conviction rates show sex gang grooming by Muslim men is a specific problem. In relation to the columnist’s claim that female genital mutilation and “honour” killings were examples of “Muslim sex crimes”, which had been “long disregarded [by the British Authorities]”, the newspaper said that there was evidence to support his position that both offences are commonly associated with Muslim society, and in some cases, the Muslim faith. It referred to a report from the World Health Organisation which stated that female genital mutilation, while perpetrated by members of a number of faiths, “has frequently been carried out by some Muslim communities in the genuine belief that it is demanded by the Islamic faith”. It provided an excerpt of an article on “honour” killings, which referred to statistics published in a report by the United Nations claiming that there were 5,000 killings worldwide each year, mainly in Western Asia, North Africa and parts of South Asia, and referred to them being more prevalent in, but not limited to, countries with a majority Muslim population.
  9. The newspaper said that in referring to “so-called refugees”, the columnist was expressing his opinion that not all of the 1 million people who had entered Germany as refugees were entitled to refugee status. It said that he was entitled to this view, given the significant number of people initially accepted as refugees who are later decided to be economic migrants. It noted that the 1 million figure had been widely reported.
  10. The newspaper said that the Code protects individuals from discrimination on the basis of their religion, but does not prevent criticism of religion or groups. It strongly denied that the use of the phrase “The Muslim Problem”, to identify a problem with the Muslim male attitude towards white women, reflected the use of the phrase “The Jewish Problem” in 1930s Germany. It noted that the columnist had written a further column, which it said addressed many of the issues raised in the complaint. In this further column, the columnist said “I can honestly say it never occurred to me that this could be interpreted as a play on the Jewish Problem and I will happily apologise to anyone who is thus offended”.

### Relevant Code provisions

11. 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 12 (Discrimination)

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

### **Findings of the Committee**

12. The column was published in the context of debates following the conviction of 14 people in Newcastle of sexual offences, which included public statements by Sarah Champion MP and Trevor Philips. In that context, the columnist expressed the view that following the “furore over Pakistani sex gangs”, it was now “acceptable to say Muslims are a specific rather than a cultural problem”, and commented on the connection between the religious background of perpetrators in these types of offences, and their actions. The Committee acknowledged that the opinion was contentious, and capable of causing offence, but its role was to consider the matter under the terms of Clause 1 of the Code. The claim was clearly the columnist’s comment on the causes of a complex social phenomenon, and it could not be understood as a claim of fact. The columnist set out his reasons for his view, and there was no failure to take care not to publish inaccurate information. This aspect of the complaint did not raise a breach of Clause 1.
13. The Committee noted the complainant’s position that it was inaccurate to refer to female genital mutilation and “honour” killings as examples of “Muslim sex crimes”. From the material provided by both parties, it was clear that both these offences were perpetrated by members of various faiths, and that the cultural and religious contexts in which these crimes take place are complex. However, it was not in dispute that some individuals committed these offences because they believed it formed part of their Muslim faith, and the article did not imply that these crimes were not committed by members of other faiths. The newspaper had provided a sufficient factual basis for the columnist’s brief reference to these offences as “Muslim sex crimes”, and there was no breach of Clause 1 on this point.
14. The Committee noted the complainant’s position that the “contemptible treatment of women” has taken place throughout British history, that 90% of sex offenders

in the UK are white males, and that it was therefore inaccurate to claim that the “contemptible treatment of women...would have been inconceivable here on such a scale only a few years ago”. In making this claim, the column was referring specifically to what it referred to as “Muslim sex crimes...including outrages such as female genital mutilation and ‘honour killings’”, rather than the treatment of women in general. The article was not misleading in the manner alleged, and there was no breach of Clause 1 on this point.

15. The columnist was entitled to speculate on the validity of the status of refugees entering Germany, and the reference to “a million more so-called refugees” was clearly presented as his speculation. The article was not misleading on this point, and this aspect of the complaint did not raise a breach of Clause 1.
16. The Committee noted the complainant’s concern that the article discriminated against Muslims. Clause 12 of the Code protects identifiable individuals from discrimination; it does not relate to discrimination against groups or categories of people. The complainant’s concern that the article discriminated against Muslims in general did not breach Clause 12.
17. The Committee acknowledged that the question posed at the end of the column – “What will we do about the Muslim Problem then” – was capable of causing serious offence, given it could be interpreted as a reference to the rhetoric preceding the Holocaust. The Committee made clear that there is no clause in the Editors’ Code which prohibits publication of offensive content. It was clear that many, including the complainant, were offended by this aspect of the article, but there was no breach of the Code on this point.

### Conclusions

18. The complaint was not upheld.

### Remedial action required

19. N/A

### Note

Trevor Kavanagh is a member of IPSO’s Board. The Board has no role in the consideration of individual complaints, which are adjudicated on by the Complaints Committee. Mr Kavanagh played no part in the consideration of this complaint.

## Appendix D

### Decision of the Complaints Committee 16237-17 Ahmed v The Sunday Times

#### Summary of complaint

1. Mohammed Ahmed complained to the Independent Press Standards Organisation that The Sunday Times breached Clause 1 (Accuracy), Clause 2 (Privacy), Clause 3 (Harassment) and Clause 12 (Discrimination) of the Editors' Code of Practice in an article headlined "I'm not altruistic, I'm pretty selfish, but I had to do something, so I took in a refugee...", published on 28 May 2017.

2. The article, published in the newspaper's magazine section, was the journalist's first-person account of her experience hosting the complainant, who was an asylum seeker at the time, in her home. The writer explained that she had wanted to offer assistance to a refugee, and a person she had met in a pub "rang to say he'd met a Sudanese migrant, [the complainant], and perhaps I would take him?" She described her experience as "a story of two parts, without a happy ending".

3. The article included various details about the complainant's background, including that he was Sudanese, that he was married, and that he had told the writer's daughter that he was "one of eighteen siblings" and that his father "married four times". It reported that the complainant had registered with the Home Office as an official asylum seeker, and had an identity card, which stated that he was not allowed to find employment but instead "got a weekly £35 living allowance while waiting for his asylum hearing".

4. The article reported the journalist's recollection of various conversations that she had with the complainant, including an occasion when the complainant said that he planned to treat her like his mother. The journalist said that she did not want to be treated like a Sudanese mother as this might include "a lot of cooking, cleaning and washing". The journalist also recalled that she had a disagreement with the complainant about central heating and that they had argued. The article included the text of a letter of apology that the complainant had written to the journalist after this argument.

5. The writer explained that she had initially written an article about her experience while the complainant was living with her. She had sent a draft version of this article to the complainant's friend, so that he could show it to the complainant, and discuss it with him. The complainant had been distressed by the draft, and the writer had not understood why. She had asked his friend about it, and been told that the article had triggered the complainant's "paranoia". The writer and the complainant had argued about the draft. He had called her "heartless," and said that she was racist and "had no feelings". The complainant had queried why she had written the article, speculating that it was for financial gain. He said that his family were "very rich", and "could buy you up like that". Following the argument, the journalist had arranged for the complainant to move out of her house as she thought that he was "mad". She

had agreed not to publish any article about the complainant while his application for asylum was ongoing.

6. The second part of the article was written after the complainant had moved out of the journalist's home, and his application for asylum had been granted. The writer said that she felt like a "fool" for trusting the complainant, and that his conduct showed that those who thought that he was a "bad lot" and that she had been "insane to trust him", were correct. The journalist set out a number of incidents from the complainant's time living with her which she presented as "warning signs" about the complainant. She recalled that, while living with her, he had suffered from various illnesses, and had regularly attended the Accident and Emergency department at a hospital, rather than a GP surgery. The article included details of the illnesses, and the journalist recalled giving him a "lecture about not abusing the NHS". She also wrote that he had asked her on one occasion whether there was a park nearby as "he needed to buy some dope", and said that she believed he had smoked cannabis in her home. The writer queried how the complainant was able to afford this when he was "supposedly living on £35 a week".

7. The journalist described photographs which she said the complainant had left on her computer. These included photographs of his journey across Europe to the UK, which the writer said "looked more like a holiday jaunt than a desperate flight to asylum". The journalist also said that the complainant had left pornographic images on her computer, and she described the content of these images.

8. The article was published online in substantively the same format, headlined "Lynn Barber: I took an asylum seeker into my home. It didn't end well". Both articles included a picture of the complainant and the journalist together in the journalist's house.

9. The complainant was concerned that his life and experiences had been the focus of a story in a national newspaper, which he considered to be an intrusion into his privacy. He was not a public figure, and had not expected to be the subject of an article. He had not consented to its publication. He also expressed concern that the article might compromise his safety, and said that the publication of his photograph together with his first name amounted to harassment.

10. The complainant said that the article gave the impression that he was acting dishonestly, and claiming benefits that he was not entitled to. He provided a letter from his solicitor, confirming that he had never received a £35 weekly allowance from the Home Office. He said that the article also included other inaccuracies; he was one of fifteen siblings; his father had three wives; and he was a refugee, not a migrant, as described in one instance in the article.

11. The complainant said that the article was discriminatory towards him, because of his refugee status. He questioned why the journalist had criticised him for using recreational drugs and viewing pornographic material, which he noted were unremarkable and not unusual activities within the British community. He said that, in any event, he had not left pornographic images on the computer, and provided a

screenshot of a WhatsApp conversation between him and his friend in support of his position.

12. The complainant also said that the reference in the article to his use of Accident and Emergency services was discriminatory; he was not allowed to register with a GP at the time, and was not acting illegally in using the service. The complainant also said that the journalist's reference to the role of Sudanese mothers in society was discriminatory towards Sudanese women.

13. The newspaper said that the article was a first-hand piece on a challenging topic written by a widely acclaimed journalist of great experience and integrity, who honestly and accurately recalled the behaviour of a non-paying guest in her house, including information that he had voluntarily shared with her. In sharing her story, the journalist was exercising her right to freedom of expression. She was entitled to report her experiences and reasonably held opinions, and was contributing to a topic of general discussion and debate. It said that the article covered topics as wide as her own issues with trust, the "enormous pulling power of middle-class liberal guilt" and altruism as a concept, and the newspaper did not accept that the article had breached the Code.

14. The newspaper said that, due to the journalist's reputation and experience, it had no reason to doubt the veracity of her report but nonetheless, the article was fact-checked in the usual way, in compliance with the Code. It said that it did not contact the complainant for his comment because the article was written one year after the journalist had any contact with him, and she did not have his contact details.

15. The newspaper said that the journalist had provided an accurate account of a conversation she had heard, in which the complainant said that he was one of eighteen siblings and that his father had four wives; this was recorded contemporaneously in her diary.

16. The newspaper said that the article did not report that the complainant received a £35 weekly living allowance. Rather, it reported that he showed the journalist his official asylum-seeker's card which she was told entitled the complainant to receive this allowance. The newspaper said that the journalist had written a letter to the Home Office stating that she was not providing the complainant with financial support, and it was her belief that this was needed to support his claim for the allowance.

17. The newspaper also said that the journalist had only referred to the complainant as a migrant when indirectly quoting another individual, and that throughout the article she had described him as either a refugee or an asylum seeker.

18. While it did not accept that the article was significantly inaccurate on these points, the newspaper said it would be willing to publish the following clarification in the Corrections column of the newspaper:

*"The subject of an article in the Magazine (I took an asylum seeker into my home: it didn't end well, May 28) has told us that he is one of 15 siblings and his father had three wives, not 18 and four as we reported, and that he did not receive a £35 a week asylum seeker's allowance. We are happy to make this clear."*

19. The newspaper also said that it would be willing to publish the following clarification as a footnote to the online article:

*“Since this article was published Mohammed has told us that he is one of 15 siblings and his father had three wives, not 18 and four as we reported, and that he did not receive a £35 a week asylum seeker’s allowance. We are happy to make this clear.”*

20. The newspaper said that the publication of the complainant’s first name and photograph did not amount to harassment, and noted that his name is so common that the reference would not identify him. The newspaper also said that the photograph of the complainant was innocuous, that it did not reveal any private information about him, and noted that he had not objected to being photographed at the time.

21. The newspaper did not accept that the article had intruded into the complainant’s privacy. It said that the complainant did not have a reasonable expectation of privacy in relation to his behaviour, or conversations with the journalist, while staying at her home. It noted that he was a non-paying guest in the house, and that he had shared most of the information in the article with his host voluntarily, in the knowledge that she was a journalist working for a major newspaper.

22. The newspaper said that the journalist was entitled to report the common, minor ailments that the complainant had complained of, and that these could not be viewed as private medical information in the context of the article. It said that, in any event, there is a public interest in discussing the use or abuse of Accident and Emergency services for such minor conditions when the use of GP surgeries would have been more appropriate.

23. The newspaper also said that the journalist had provided copies of the pornographic images, which she had found on her computer. It did not accept that the complainant had a reasonable expectation of privacy in relation to them; he had used the journalist’s computer and internet to access them, and had not deleted them from the computer when he had moved out of the journalist’s home.

24. The newspaper said that it was not discriminatory to note that the complainant had used drugs or viewed pornography, as both are common throughout many groups in modern society. It also said that the journalist was entitled to express her view that the complainant was misusing Accident and Emergency services, and that she did not discriminate against the complainant in doing so.

25. The newspaper said that it was reasonable for the journalist to set out what she believed the role of a mother in an alternative culture to be, given that she was being placed in a similar position by the complainant. The newspaper said that the journalist did so without making any prejudicial or pejorative reference to an individual, but as a form of cultural insight and an explanation for the issues that can arise when people from different cultures share a house together.

### Relevant Code Provisions

#### 26. 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 12 (Discrimination)

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

### Findings of the Committee

27. First-person journalism has a long history as a means to exercise the right to freedom of expression. The article discussed the asylum process, and the experience of asylum seekers in the UK, through the journalist's account of the complainant's



experiences, and her relationship with him. These were matters of considerable public interest. When columnists share their experiences, the right to freedom of expression may conflict with another individual's right to privacy. Editors must carefully balance these competing considerations in order to ensure compliance with the Code.

28. Clause 2 of the Code makes clear that everyone is entitled to respect for his or her private and family life, home, health and correspondence. This reflects the enhanced privacy rights that people have in their own homes. The Committee rejected the newspaper's position that, as the complainant was not paying rent, these rights were forfeited. It also did not accept that, as his host was a journalist, the complainant should have presumed that any information he shared with her might be published without his consent.

29. The article included extensive information about the complainant, relating to: his family and personal relationships; his domestic arrangements; his financial circumstances; his journey to the UK; his asylum application; his relationships and interactions with the journalist, including an argument they had had, and a letter he had written to her, expressing his feelings about the disagreement; his psychological and physical health; his drug use; and allegations about the possession of private, sexual material. These details were used to create a detailed and intimate portrait of the complainant, and his life.

30. The Code makes clear that editors are expected to justify intrusions into an individual's private life without consent. In considering whether any intrusion is justified, the Committee will take into account any steps a publication has taken to limit the extent to which an individual is identifiable. In this case, the article effectively identified the complainant by including his first name, and an unpixelated photograph of him.

31. The complainant was not a public figure, and had not publicly disclosed the information about his experiences contained in the article, or consented to the article's publication. The writer had agreed not to publish the article while the complainant's asylum claim was ongoing. The publication was aware, as recorded in the article, that the complainant had been distressed at the idea of being the subject of coverage in a national newspaper.

32. The article identified the complainant and included a lot of detailed information about his personal life and background. The extent of this detail, published without his consent, and where no steps were taken to obscure his identity, represented an intrusion into his private life. While the journalist was entitled to publish her story, and the Committee recognised that the matters discussed in the article were of significant public interest, this was not sufficient to justify the extent of the information published about the complainant, and the resulting intrusion into his private life; the journalist's right to freedom of expression did not outweigh the complainant's right to privacy in this instance. There was a breach of Clause 2.

33. The Committee then turned to consider the issues raised under Clause 1. The complainant had not been receiving the £35 living allowance, as reported in the article. The newspaper had argued that it had been unable to verify this information with the complainant, as the journalist did not have his contact details. However, the journalist had not attempted to contact friends of the complainant with whom she had previously been in touch, to obtain his contact details, or to ask them to verify the claim that the complainant, who came from a wealthy family, was receiving this allowance while living rent-free with the journalist. This was used as evidence to support the journalist's general contention that the complainant was untrustworthy. This was therefore a significant inaccuracy, and the failure to seek to verify this claim represented a failure to take care over the accuracy of the article, in breach of Clause 1 (i). The newspaper had offered to publish a clarification, setting out the complainant's position that he had not received this allowance. This should now be published in order to avoid a breach of Clause 1 (ii).

34. The Committee did not consider that the small discrepancies about the complainant's number of siblings and his father's marriages were significant in this context. Nonetheless, it welcomed the newspaper's offer to publish a clarification on these points.

35. Throughout the article, the journalist had made clear that the complainant was seeking asylum, and that his asylum claim had subsequently been granted. The one reference to him as a "migrant", presented as the description given by the person who had introduced the complainant to the writer, did not suggest that the complainant's asylum claim was illegitimate. The article was not misleading in its presentation of the complainant's immigration status, or his reasons for travelling to the UK.

36. The complainant said that the article breached Clause 3 because it published his first name and a photograph of him. The terms of Clause 3 are designed primarily to prohibit journalists from engaging in the intimidation, harassment or persistent pursuit of an individual. The publication of the complainant's first name and photograph did not engage the terms of Clause 3.

37. The journalist was entitled to criticise the complainant's conduct, and did not make any prejudicial or pejorative references to him on the basis of any characteristics covered by the terms of Clause 12. The journalist's reference to Sudanese mothers in general did not relate to an individual and did not therefore engage the terms of Clause 12.

## Conclusions

38. The complaint under Clause 1 and Clause 2 was upheld.

## Remedial action required

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

40. The clarification should now be published, as offered, to avoid a breach of Clause 1 (ii).

41. The appropriate remedial action in response to the breach of Clause 2 was the publication of an upheld adjudication.

42. The article had been published on pages 16-21 of the newspaper's magazine section. The adjudication should therefore be published on page 16 of this section, or further forward. Alternatively, it should be published in a position with equivalent prominence in the main newspaper section. The prominence for publication in the main newspaper section should be agreed with IPSO in advance.

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

44. The adjudication should also be published on the newspaper's website, with a link to the full adjudication (including the headline) appearing on the homepage for 24 hours; it should then be archived in the usual way. If the newspaper intends to continue to publish the article online without amendment to remove material which does not comply with the Code, the full text of the adjudication should also be published on the article, beneath the headline.

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

*Following an article published in The Sunday Times on 28 May 2017 headlined "I'm not altruistic, I'm pretty selfish, but I had to do something, so I took in a refugee...", Mohammed Ahmed complained to the Independent Press Standards Organisation that The Sunday Times had breached Clause 2 (Privacy) of the Editors' Code of Practice. The complaint was upheld and IPSO has required The Sunday Times to publish this adjudication.*

*The article, which included the complainant's first name and unpixelated photograph, was the journalist's first-person account of her experience hosting the complainant, at the time an asylum seeker, in her home. The article included various details about the complainant's background and personal life, and reported the journalist's recollection of various conversations that she had with the complainant. It also included the text of a letter of apology that the complainant had written to the journalist after they had argued.*

*The journalist recalled that, while living with her, the complainant had suffered from an illness and the article included details of the illness. She also said that the*

complainant had left pornographic images on her computer, and she described the content of these images.

The complainant was concerned that his life and experiences had been the focus of a story in a national newspaper, which he considered to be an intrusion into his privacy. He was not a public figure, and had not expected to be the subject of an article. He had not consented to its publication.

The newspaper said that the article was a first-hand piece on a challenging topic written by a widely acclaimed journalist of great experience and integrity. In sharing her story, the journalist was exercising her right to freedom of expression. She was entitled to report her experiences and opinions, and was contributing to a topic of general discussion and debate.

The newspaper did not accept that the article had intruded into the complainant's privacy. It said that the complainant did not have a reasonable expectation of privacy in relation to his behaviour, or conversations with the journalist, while staying at her home. It noted that he was a non-paying guest in the house, and that he had shared most of the information in the article with his host voluntarily, in the knowledge that she was a journalist working for a major newspaper.

IPSO's Complaints Committee emphasised that first-person journalism has a long history as a means to exercise the right to freedom of expression. Clause 2 of the Code makes clear that everyone is entitled to respect for his or her private and family life, home, health and correspondence. This reflects the enhanced privacy rights that people have in their own homes. The Committee rejected the newspaper's position that, as the complainant was not paying rent, these rights were forfeited. It also did not accept that, as his host was a journalist, the complainant should have presumed that any information he shared with her might be published without his consent.

The article included extensive information about the complainant, relating to: his family and personal relationships; his domestic arrangements; his financial circumstances; his journey to the UK; his asylum application; his relationships and interactions with the journalist, including an argument they had had, and a letter he had written to her, expressing his feelings about the disagreement; his psychological and physical health; his drug use; and allegations about the possession of private, sexual material. These details were used to create a detailed and intimate portrait of the complainant, and his life.

The complainant was not a public figure, and had not publicly disclosed the information about his experiences contained in the article, or consented to the article's publication. The extent of this detail, published without his consent, and where no steps were taken to obscure his identity, represented an intrusion into his private life. While the journalist was entitled to publish her story, and the Committee recognised that the matters discussed in the article were of significant public interest, this was not sufficient to justify the extent of the information about the complainant, and the resulting intrusion into his private life; the journalist's right to freedom of expression did not outweigh the complainant's right to privacy in this instance. There was a breach of Clause 2.

## Appendix E

### Decision of the Complaints Committee 16236-17 Ahmed v Daily Mail

#### Summary of complaint

1. Mohammed Ahmed complained to the Independent Press Standards Organisation that the Daily Mail breached Clause 1 (Accuracy), Clause 2 (Privacy), Clause 3 (Harassment) and Clause 12 (Discrimination) of the Editors' Code of Practice in an article headlined "While liberal hand wringers made empty pledges to take in a refugee, one acclaimed writer quietly did so – only to have her kindness betrayed", published on 1 June 2017.

2. The article reported that a journalist had written a first-hand account, published in the magazine section of The Sunday Times, of her experience while the complainant, who was an asylum seeker at the time, was living as a guest in her house. The article reported details of The Sunday Times article, in the context of the plight of refugees travelling to Europe. It said that this article had raised "troubling issues", such as "the true status of these would-be refugees, their attitudes to British society... and their often ungracious attitude to the country that has given them a new home". The Committee considered a separate complaint about The Sunday Times article.

3. The article reported details about the complainant's background, including that he was from Sudan, that he was married, that he was one of eighteen siblings, and that his father had four wives. It reported that the complainant had told the columnist that he planned to treat her like his mother, and that she said that she did not want to be treated like a Sudanese mother as this might include "lots of cooking and cleaning".

4. The article included details about the complainant's journey to the UK. It reported that he was waiting for his asylum claim to be processed, and therefore was not entitled to work, so "received a weekly £35 living allowance". It described the complainant as a "'shy, but polite' young migrant", who turned out to be a "Walter Mitty figure", who it said the columnist had accused of "taking advantage of her hospitality, lying about his circumstances, and fabricating much of his life story". The article reported that the columnist had asked the complainant to leave her home after he revealed during an argument that "he wasn't actually a refugee", and that this "recipient of taxpayer funds made it very clear he was independently wealthy". It noted that despite this, the complainant "experienced no trouble in persuading the British authorities to grant him asylum", and that he was granted leave to remain in the UK in March 2016.

5. The article went on to report a number of incidents recounted in The Sunday Times article, which the journalist described as "warning signs" about the complainant. She had said that, while living with her, he had suffered from various illnesses, and had regularly attended the Accident and Emergency department at a hospital, rather than a GP surgery. The article included details of the illnesses, and that the journalist had given the complainant a "lecture about not abusing the NHS". She also wrote that he had asked her "where he could find the nearest park, as he'd been told that London parks were the best place to buy marijuana", and had subsequently ignored requests not to smoke marijuana in her house.

6. The article noted that the journalist had prepared an article for The Sunday Times in advance of the complainant's asylum hearing. She had shown him a draft of the article, and he had been "deeply upset and shaken" by its contents. When the writer had asked

him why he was upset, he had “launched a rambling attack on her”, saying that he was not a refugee, that his family was “very rich”, and that she was “heartless”. The journalist had asked the complainant to leave her house, and had subsequently discovered a file of his photographs on her computer. These included photographs of his journey across Europe to the UK, which she said “looked more like a holiday jaunt than a desperate flight to asylum”, and pornographic images, the nature of which was described in the article.

7. The article was published online in substantively the same format, headlined “Kind-hearted woman who took in a 'desperate refugee' only to have it thrown back in her face: Sudanese man smoked drugs and 'milked the UK's benefits system' before admitting he wasn't even an asylum seeker”. Both articles included a picture of the complainant.

8. The complainant expressed concern that he had become the subject of a story in a national newspaper, which he considered to be an intrusion into his privacy. He had not consented to the publication of The Sunday Times article, and did not believe that there was any justification for its re-publication. He also expressed concern that the article might compromise his safety, and said that the publication of his photograph together with his first name amounted to harassment.

9. The complainant said that The Sunday Times article included inaccuracies, which had been reproduced in the article under complaint. He said that the article gave the impression that he was acting dishonestly, and claiming benefits that he was not entitled to. He provided a letter from his solicitor, confirming that he had never received a £35 weekly allowance from the Home Office. He said that the article also included other inaccuracies; he was one of fifteen siblings; his father had three wives; and he was a refugee, not a migrant, as he was described in the article.

10. The complainant said that the article was discriminatory towards him, because of his refugee status. He questioned why he had been criticised for using recreational drugs and viewing pornographic material, which he noted were unremarkable and not unusual activities within the British community. He said that, in any event, he had not left pornographic images on the computer, and provided a screenshot of a WhatsApp conversation between himself and his friend in support of his position.

11. The complainant also said that the reference in the article to his use of Accident and Emergency services was discriminatory; he was not allowed to register with a GP at the time, and was not acting illegally in using the service. The complainant also said that the journalist's reference to the role of Sudanese mothers in society was discriminatory towards Sudanese women.

12. The newspaper apologised for any upset caused by the publication of the article, but did not accept that there had been a breach of the Code. It said that the matters complained of had already been placed in the public domain when the journalist's account was published by another newspaper, and on its Facebook page, which had a readership of two million people. It said that the article had been derived entirely from this first-person account and that the article was clearly attributed as such.

13. The newspaper said that, although the complainant was concerned by the repetition of the conversations which he had with the journalist, she was entitled to share her story, pursuant to her right to freedom of expression. The journalist had a reputation for probity and honesty, and had provided a personal account of recent events that had taken place

in her house. The newspaper had no reason to doubt the veracity of her account, and there was no failure to take care over the accuracy of the article. It noted that the complainant had confirmed during IPSO's investigation that a friend of his had been given a copy of an early draft version of The Sunday Times article. It took from this that he was given a reasonable opportunity to comment on the majority of the information published prior to publication, but had chosen not to do so.

14. The newspaper said that it was the journalist's honest belief, set out in the original article, that the complainant was one of eighteen siblings, that his father had four wives and that he received a £35 weekly living allowance. It had accurately reported claims made in The Sunday Times article. It also said that it was not inaccurate to describe the complainant as a migrant and noted the Oxford English Dictionary definition of a migrant as "a person who moves from one place to another in order to find work or better living conditions".

15. The newspaper said that first-hand journalism inevitably involves a degree of intrusion into privacy, both that of the journalist and of others who have shared the experiences about which they write. It said that the journalist was entitled to speak publicly about her experience living with the complainant and that this right outweighed any right to privacy that the complainant might have had in this instance.

16. The newspaper said that in any event, the information published was not of an intrinsically private nature and noted that the article referred to the complainant by his first name only. It said that, while the article included his photograph, this would have only identified the complainant to a limited group of individuals, who would have likely already known of at least some of the information in the article. The newspaper emphasised again that the information in the article had been previously published in a national newspaper and was therefore already in the public domain.

17. The newspaper said that the information about the pornographic images reported in the article was not particularly private or specific to the complainant, and that he would have deleted the images if he had considered them to be private. It said that the computer belonged to the journalist and that, according to her account, the complainant was no longer living with her when the material was discovered. The newspaper said that the journalist maintained that she had seen them and was able to provide significant descriptive details about the images.

18. The newspaper said that the article added to the public conversation surrounding the UK's reaction to the plight of refugees and asylum seekers from Africa and the Middle East, which was a matter of public interest. Furthermore, the newspaper said that the complainant had failed to use the NHS in an ethical manner, by attending the Accident and Emergency department at a hospital when suffering from minor ailments, and that there was a strong public interest in discussing matters surrounding the use – or alleged abuse – of limited NHS resources. There was also a public interest in reporting that the complainant had used illegal drugs. The newspaper said that the level of detail included in the article was limited and entirely proportionate to the public interest.

19. The newspaper said that no references in the article suggested that the complainant's behaviour was linked to any characteristics protected under Clause 12, and that this Clause was not engaged.

20. While the newspaper did not accept that there had been a breach of the Code, it offered to remove the complainant's photograph from the online article; to remove the



reference to the £35 which he was reported to have received from the Home Office; to write him a private letter of apology; and to publish the following clarification as a footnote to the online article and on page 2 of the newspaper:

*On 30 May we published a commentary on an article by [the journalist] for The Sunday Times Magazine, which detailed her experience of opening her home to a Sudanese asylum seeker, Mohammed. We have since been asked to make clear that, contrary to our piece, Mohammed did not receive £35 per week from the Home Office, that he denies placing a folder of pornographic images on [the journalist's] computer and that his father had three wives and fifteen children. We are happy to set the record straight.*

### **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 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 12 (Discrimination)**

- i) The press must avoid prejudicial or pejorative reference to an individual's, race, colour, religion, sex, gender identity, sexual orientation or to any physical or mental illness or disability.



ii) Details of an individual's race, colour, religion, gender identity, sexual orientation, physical or mental illness or disability must be avoided unless genuinely relevant to the story.

#### \*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.

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

3. The regulator will consider the extent to which material is already in the public domain or will become so.

4. Editors invoking the public interest will need to demonstrate that they reasonably believed publication - or journalistic activity taken with a view to publication – would both serve, and be proportionate to, the public interest and explain how they reached that decision at the time.

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

22. The article was based on a journalist's first-person account of her experiences living with the complainant, which had been published on an earlier date in another publication. The article had taken this information, attributed it to the other publication, and provided a broader commentary on the account. The asylum process, and the experience of asylum seekers in the UK were matters of public interest, and the newspaper was entitled to comment on the journalist's first-hand account of her experiences, in line with the right to freedom of expression. However, this right had to be balanced against the complainant's right to privacy.

23. The article included extensive information about the complainant, relating to: his family and personal relationships; his domestic arrangements; his financial circumstances; his journey to the UK; his asylum application; his relationships and interactions with the journalist, including an argument they had had; his health; his drug use; and allegations about the possession of private, sexual material. These details were used to create a detailed and intimate portrait of the complainant, and his life. The complainant was clearly identified in the article, which included his first name and an unpixelated photograph of him. The complainant was not a public figure, and had not disclosed any of this information publicly, or consented to its publication. The Sunday Times article had made clear that he had been upset at the idea of being the focus of coverage in a national newspaper.

24. The newspaper had sought to argue that the information in the article had been published by another newspaper, with a large number of readers, and so was already in the public domain. The Public Interest section of the Code makes clear that the regulator will consider the extent to which material is already in the public domain. However, the simple fact that information has previously been published in another publication does not relieve editors of the duty of considering whether material it intends to publish complies with the terms of the Code. The article identified the complainant, and included a lot of detailed information about his personal life and background. The re-publication of this information, given the extent of the detail, and the fact that no steps were taken to obscure the complainant's identity, represented an intrusion into his private life. The fact that this material had been published by another newspaper was not sufficient to justify this intrusion in the public interest. The Committee recognised that the newspaper was reporting on material of significant public interest, but did not consider that it justified the extent of information reported about the complainant, and the resulting intrusion into his private life. The journalist's right to freedom of expression did not outweigh the complainant's right to privacy in this instance. There was a breach of Clause 2.

25. The Committee then turned to consider the issues raised under Clause 1. The newspaper had repeated claims made by another publication, and had not taken any steps to verify the accuracy of the claims made. The complainant had not been receiving a £35 weekly living allowance, as reported in the article. This assertion was used to support the article's general contention that the complainant was acting dishonestly in living with the journalist, and claiming benefits to which he was not entitled. Its re-publication represented a failure to take care over the accuracy of the article, in breach of Clause 1 (i). The newspaper had offered to publish a correction, making clear that the complainant did not receive this allowance, and to write a private letter to the complainant, apologising for any distress caused by the article. This correction should now be published, in order to avoid a breach of Clause 1 (ii).

26. The Committee did not consider that the small discrepancies about the complainant's number of siblings and his father's marriages were significant in this context. Nonetheless, it welcomed the newspaper's offer to publish a clarification on these points.

27. The article had described the complainant as a "migrant". However, it had made clear that he had applied for asylum, and that his claim was ultimately granted, notwithstanding the article's scepticism about the validity of his claim. There was no breach of Clause 1 on this point.

28. The complainant said that the newspaper had breached Clause 3 because it published his first name and a photograph of him. The terms of Clause 3 are designed primarily to prohibit journalists from engaging in the intimidation, harassment or persistent pursuit of an individual. The publication of the complainant's first name and photograph did not engage the terms of Clause 3.

29. The journalist was entitled to criticise the complainant's conduct, and did not make any prejudicial or pejorative references to him on the basis of any characteristics covered by the

terms of Clause 12. The journalist's reference to Sudanese mothers in general did not relate to an individual and did not therefore engage the terms of Clause 12.

### Conclusions

30. The complaint under Clause 1 and Clause 2 was upheld.

### Remedial action required

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

32. The correction should now be published, as offered, to avoid a breach of Clause 1 (ii).

33. The appropriate remedial action in response to the breach of Clause 2 was the publication of an upheld adjudication.

34. The article had been published on pages 30-31 of the newspaper. The adjudication should therefore be published on page 30, or further forward.

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

36. The adjudication should also be published on the newspaper's website, with a link to the full adjudication (including the headline) appearing on the homepage for 24 hours; it should then be archived in the usual way. If the newspaper intends to continue to publish the article online without amendment to remove material which does not comply with the Code, the full text of the adjudication should also be published on the article, beneath the headline.

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

*Following an article published in the Daily Mail on 1 June 2017 headlined "While liberal hand wringers made empty pledges to take in a refugee, one acclaimed writer quietly did so – only to have her kindness betrayed", Mohammed Ahmed complained to the Independent Press Standards Organisation that the Daily Mail had breached Clause 2 (Privacy) of the Editors' Code of Practice. The complaint was upheld and IPSO has required the Daily Mail to publish this adjudication.*

*The article reported that a journalist had written a first-hand account, published in The Sunday Times, of her experience while the complainant, who was an asylum seeker at the time, was living as a guest in her house. The article included the complainant's first name and an unpixelated photograph of him.*

*The article reported various details about the complainant's background, including his journey to the UK, and went on to report a number of incidents recounted in The Sunday Times article, which The Sunday Times journalist described as "warning signs" about the complainant. The Sunday Times journalist said that she had discovered pornographic images*

on her computer, left there by the complainant. The nature of these images was described in the article. She had also said that, while living with her, the complainant had suffered from various illnesses, and had regularly attended the Accident and Emergency department at a hospital. The article included details of the illnesses, and reported that the journalist had given him a "lecture about not abusing the NHS". She also wrote that the complainant had asked her "where he could find the nearest park, as he'd been told that London parks were the best place to buy marijuana".

The complainant expressed concern that he had become the subject of a story in a national newspaper, which he considered to be an intrusion into his privacy. He had not consented to the publication of The Sunday Times article, and did not believe that there was any justification for its re-publication.

The newspaper said that the matters complained of had already been placed in the public domain when the journalist's account was published by another newspaper which had a readership of two million people. It said that the article had been derived entirely from this first-person account and that the article was clearly attributed as such. The journalist was entitled to share her story, pursuant to her right to freedom of expression, and it noted her reputation for probity and honesty. The newspaper said that in any event, the information published was not of an intrinsically private nature and was in the public interest.

IPSO's Complaints Committee said that the newspaper was entitled to comment on the journalist's first-hand account of her experiences, but rejected the newspaper's position that publication of the article was justified as the information had been published by another newspaper, with a large number of readers, and so was already in the public domain.

The article included extensive information about the complainant, relating to: his family and personal relationships; his domestic arrangements; his financial circumstances; his journey to the UK; his asylum application; his relationships and interactions with the journalist, including an argument they had had; his health; his drug use; and allegations about the downloading of private, sexual material on The Sunday Times journalist's computer. These details were used to create a detailed and intimate portrait of the complainant, and his life. The complainant was clearly identified in the article, which included his first name and unpixelated photograph. The complainant was not a public figure, and had not disclosed any of this information publicly, or consented to its publication. The Sunday Times article had made clear that he had been upset at the idea of being the focus of coverage in a national newspaper.

The Public Interest section of the Code makes clear that the regulator will consider the extent to which material is already in the public domain. However, the simple fact that information has previously been published in another publication does not relieve editors of the duty of considering whether material it intends to publish complies with the terms of the Code. The re-publication of the information, given the extent of the detail, and the fact that no steps were taken to obscure the complainant's identity, represented an intrusion into his private life. The Committee recognised that the newspaper was reporting on material of significant public interest, but the fact that this material had been published by another newspaper, was not sufficient to justify the extent of information reported about the complainant, and the resulting intrusion into his private life. The journalist's right to freedom of expression did not outweigh the complainant's right to privacy in this instance. There was a breach of Clause 2.

## Appendix F

Paper No.	File Number	Name v Publication
1065	13692-17	Anwar v Mirror.co.uk
1067		REQUEST FOR REVIEW
1068	08429-17	Note to Committee: Connell v Mail Online
1076	05873-17	Coutts v Daily Star
1077	05877-17	Coutts v Metro
1086	01719-17	Zeelie v thesun.co.uk
1090	06560-17	Young v thesun.co.uk
1091	07904-17/07905-17/07926-17	Note to Committee: Islamic Human Rights Commission (IHRC) v Mail Online/Mirror.co.uk/Metro
1094	01157-17	Patil v The Times
1095	14012-16	Dhody's v Express & Star
1099		REQUEST FOR REVIEW
1103	01667-17/01668-17	Packer v Daily Record/Mirror.co.uk
1104	01928-17	McDonald v The Gazette
1110	06855-17	Dean v Daily Mail
1123	08951-17	Monaghan v The Northern Times
1124	06585-17	McLean v New!
1125	09046-17	O'Brien v Daily Mail
1126	13203-17/13204-17/13205-17/13421-17	Hoyte v Sunday Mercury/Coventry Telegraph/Birmingham Mail/Solihull News
1127	01783-14/05810-17	Williams v The Sun
1129		REQUEST FOR REVIEW
1132	01835-17	Cooper v The Sun
1133	06649-17	Newman v Daily Record
1134	16344-17	Funnell v Mirror.co.uk
1135		REQUEST FOR REVIEW
1137	07867-17	Kelly v devonlive.com
1138	16283-17	Versi v The Spectator
1139	06279-17	Marr v Milngavie & Bearsden Herald
1140	06142-17	Ballard v Sunday Mail
1142	06740-17	Stefanini v Mail Online

1143	05917-17	Barron v Daily Star Sunday
1144		REQUEST FOR REVIEW
1145	16766-16	Lustigman v The Times
1147	06615-17	Guppy v Daily Mail
1148	06696-17	Roberts v Daily Post
1149	15165-17	Versi v Mail Online
1150	17018-17	Various v Sundayexpress.co.uk
1151		REQUEST FOR REVIEW
1152	12921-17	Armstrong v Mirror.co.uk
1153	12922-17	Armstrong v Metro.co.uk
1154	12990-17	Armstrong v thesun.co.uk
1155	16335-17	Houghton v The Daily Telegraph
1156	10996-17	Linnane v Daily Mirror
1157	07968-17	Baker v The Sun (Sunday)
1158		REQUEST FOR REVIEW
1159	16947-17	Fox v The Bolton News
1161	02169-17	Versi v express.co.uk
1162		REQUEST FOR REVIEW
1166		REQUEST FOR REVIEW