
MINUTES of the COMPLAINTS COMMITTEE MEETING
Tuesday 23rd April at 10.30am
Gate House

Present

Lord Edward Faulks
Bulbul Basu
Sarah Baxter
Andy Brennan
Manuela Grayson
David Hutton (*remotely- item 8*)
Alastair Machray
Asmita Naik (*remotely*)
Mark Payton
Allan Rennie
Ted Young

In attendance:

Charlotte Dewar, Chief Executive
Alice Gould, Head of Complaints
Emily Houlston-Jones, Head of Complaints
Michelle Kuhler, PA & minute taker, (*remotely*)

Also present: Members of the Executive:

Sarah Colbey
Ellie Richards Coldicutt (*remotely*)
Tom Glover
Natalie Johnson
Heather McCrum (*remotely*)
Rebecca Munro
Marcus Pike
Molly Richards (*remotely*)

Observers:

Jonathan Grun, Editors' Code of Practice

1. Apologies for Absence and Welcomes

No apologies were received.

2. Declarations of Interest

There were no declarations.

3. Minutes of the Previous Meeting

The Committee approved the minutes of the meeting held on 6 March 2024.

4. Matters arising

There were no matters arising.

5. Update by the Chair – oral

Congratulations to Andy Brennan for an amazing achievement.

Alice Gould's appearance at the select Committee last week was very impressive, well done.

New Committee member Carwyn Jones will be joining the Committee in May. Also appointed is Sarah Havlin who will join but not until the New Year.

6. Update by the Chief Executive – oral

Charlotte reminded the Committee member that Unconscious Bias training was booked and scheduled for after September's meeting.

She informed the Committee that the Diversity monitoring amongst staff has now been implemented and completed. The monitoring will be now rolled out to the Board, Committee and Panels as a whole, over the next few weeks.

7. Complaints update by the Head of Complaints – oral

Emily Houlston-Jones gave the Committee an update on complaints of note.

8. Complaint 21943-23 Abdelhamid v The Jewish Chronicle

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

9. Complaint 22775-23 Doyle v Nation.Cymru

The Committee discussed the complaint and ruled that the complaint should not be upheld. **The decision would be finalised in correspondence.**

10. Satisfactory Remedy Paper

Natalie Johnson, Assessments Officer, presented the paper giving the Committee members a summary/overview of the paper.

Comments, suggestions and questions were taken from the Committee members.

The Committee note the paper.

11. Complaints not adjudicated at a Complaints Committee meeting

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

12. Any other business

Todd Stammers and Max Coulson-Windebank presented the Induction to the UK GDPR and Information Security

13. Date of next meeting

The date of the next meeting was subsequently confirmed as Tuesday 21st May 2024.

APPENDIX A

Decision of the Complaints Committee – 21943-23 Abdelhamid v The Jewish Chronicle

Summary of Complaint

1. Amira Abdelhamid complained to the Independent Press Standards Organisation that The Jewish Chronicle breached Clause 1 (Accuracy), Clause 2 (Privacy), Clause 3 (Harassment) and Clause 14 (Confidential sources) of the Editors' Code of Practice in an article headlined "Academics claim Hamas atrocities are part of 'legitimate struggle' against Israel", published on 20 October 2023.

2. The article, which appeared on page 5 of the newspaper, reported that a number of UK-based academics had "appeared to celebrate or justify the violence" committed by Hamas on 7 October. The article stated that the complainant – an academic at a named university – "said the murders and kidnaps were not terrorism but part of a 'legitimate struggle'". After referring to other academics it then reported that "it was Abdelhamid who stood out by virtue of the sheer volume of her controversial posts".

3. The article went on to detail the social media posts made by the complainant. It reported: "The first appeared on X/Twitter on the day of the attacks. Replying to a post condemning the atrocities by European Commission president Ursula von der Leyen, she wrote: 'You call it terrorism. We call it legitimate struggle against siege, occupation, settler colonialism, slow violence and genocide... the blood of Palestinians in the past and the future is also on your hands and those like you who legitimise the racist (and antisemitic) state of Israel.'"

4. The article then reported: "On October 10, by which time it was clear that Hamas had murdered babies, Abdelhamid posted that 'academics who support the Palestinians have been the target of a vicious campaign by Zionists and other biggots (sic). To be very clear, I support the Palestinian resistance in ALL its forms. Bring it on if this upsets your fragile fascist sensibilities'".

5. Further to this, the article also reported that "Abdelhamid, whose LinkedIn profile says she specialises in 'queer theory, resistance studies and human rights', later posted an attack on Universities UK after it warned that anyone supporting Hamas would be breaking the law. She called this 'shameful and disgusting'. When a woman was arrested in Brighton for what [the complainant] described as 'celebrating Palestinian resistance', she commented: 'F*** this country'".

6. In addition, the article also reported a statement from the complainant on the matter: "Any statement or imputation that I endorse terrorism would be false and seriously defamatory."

7. The article also included a photograph of the complainant, which showed her from the shoulders upwards. This image was placed in the centre of the page, and was the same size as two columns of text. The article also included an image of the complainant's X/Twitter account. In this image, the complainant's name, username, biography and pinned post (the post from 10 October) were visible.

8. The article also appeared online in substantially the same form; this version was published on 19 October 2023.

9. The online version of the article did not include the photograph of the complainant. However, alongside the image of her X/Twitter account included in the print version, it also included an image of her social media post from 7 October. The image showed the complainant's post, as the article described, as well as the post she was retweeting from Ursula von der Leyen – the visible part of Ms Ursula von der Leyen's post read "I unequivocally condemn the attack carried out by Hamas terrorists against Israel. It is terrorism in its most despicable form".

10. On 13 October, prior to the article's publication, the newspaper contacted the complainant via email. The email read:

"In posts on the X social media platform since the Hamas attacks last weekend you have made it clear you support them as legitimate acts of resistance.

I am writing an article about academics' response to the attacks.

Please tell me, do you regard the indiscriminate murders of Israeli children and adult civilians with Israel's 1967 borders as justified? I am writing an article for the Jewish Chronicle.

My deadline for a reply is 9am on Monday. Feel free to make any comment you wish."

11. The complainant responded on 16 October. The subject line of her email read: "Strictly Confidential & Not for Publication". The email itself said:

"Strictly Confidential & Not for Publication

Any statement or imputation published by you and/or the Jewish Chronicle that I endorse terrorism would be false and seriously defamatory. Any such statements by you will cause or will be likely to cause serious harm to my reputation and/or the reputation of [named university] and I reserve all my rights to sue you and/or the Jewish Chronicle for defamation."

12. The complainant said that the article was inaccurate in breach of Clause 1 because it misrepresented her social media posts. She stated that she had never said the “murders and kidnaps were not terrorism but part of a ‘legitimate struggle’”, as the article reported, nor did any of her posts refer to “murders and kidnaps”.

13. Regarding her social media post on 7 October, which referenced “legitimate struggle”, she stated that it was unclear at the time she made this post who had committed the attacks, and whether civilians had been murdered or killed. She later added that, under International Law, people under occupation have the right to resist their occupier, and that this was the basis for her post. Regarding her social media post made on 10 October, the complainant said that the article was misleading to refer to “ Hamas murdering babies” in relation to this post. She said that her post on 10 October did not mention Hamas, nor the murder of any babies by Hamas.

14. In addition, the complainant said the article was misleading to report she “posted an attack on Universities UK after it warned that anyone supporting Hamas would be breaking the law”. The complainant said this was taken out of context, as she was not referring to Hamas support, but rather the absence of the word Palestine in the statement from Universities UK. The complainant also stated that the article – and the headline in particular – lacked balance in breach of Clause 1.

15. The complainant said the article breached Clause 14 as it included part of the email she had sent to the newspaper prior to the article’s publication. She said this email made clear that its contents were strictly confidential and not for publication – it was marked as such as in the subject line and the body of the email – and that in reporting it, the publication had breached her confidence.

16. The complainant also said that by reporting part of the email she had provided to the publication, the article had breached Clause 2. Further, she said the article breached Clause 2 because it reported her name and her occupation, the social media posts themselves, and – in the print version – a photograph of her. She did note that the photograph was publicly accessible. However, she stated that the use of it breached Clause 2 as she had not been informed that it was going to be used, and because the manner in which the photo was framed – in the centre of the article – further violated her privacy. She added that the social media posts were deleted prior to the publication of the article and that they were not in the public domain when they were published by the newspaper.

17. Finally, the complainant said the article breached Clause 3 because, by decontextualising her posts and reporting her name and the name of her employer, she believed the article had put her at significant risk from public threats and harm.

18. The publication did not accept a breach of Clause 1. It set out, firstly, what it considered to be the context of the social media posts: From the early hours of 7 October, it said was “abundantly clear” that Hamas terrorists had invaded Israel, “firing rockets, killing people and taking hostages”. It said the article was not misleading to report that the complainant had “said the murders and kidnaps were not terrorism but part of a ‘legitimate struggle’”, as she had posted: “You call it terrorism. We call it legitimate struggle” in response to a post from Ursula von der Layen. The publication also added that Ursula von der Layen’s post directly referred to “terrorism” itself – the visible portion of the post (included in the online version of the article) read: “I unequivocally condemn the attack carried out by Hamas terrorists against Israel. It is terrorism in its most despicable form.”

19. The publication also said that, by the time of the complainant’s post on 10 October referring to “resistance in ALL its forms”, it was clear what had taken place on 7 October. The publication therefore said that the article was not misleading to report that “[o]n October 10, by which time it was clear that Hamas had murdered babies, Abdelhamid posted [...]”. It also added that, as the post referred to “resistance in ALL its forms”, the publication was entitled to conclude she was supporting the actions of Hamas, given that in the three days following 7 October, details of kidnappings, massacre and torture had been widely reported.

20. The publication did not accept a breach in relation to the complainant’s social media post regarding Universities UK. It supplied IPSO with a screenshot of the post in question: The complainant posted an image of Universities UK’s statement, which the caption: “This does not represent me. Shameful & disgusting. #FreePalestine”. The original statement read as follows:

“Hamas is a proscribed terrorist organisation and signalling support, including moral support or expressing an opinion or belief that is supportive, is a criminal offence, as outlined in the Terrorism Act (2000). Any student or staff member found to be supporting Hamas will be in breach of UK law, and universities treat this with the utmost seriousness.”

21. The publication also stated that the article was not unbalanced as the academics cited in the article had been given the right of reply.

22. The publication did not accept a breach of Clause 2. It said that the article had levelled “serious charges” against the complainant and had therefore offered her a right of reply to these claims. She had replied to the request, and therefore it considered she did not have a reasonable expectation of privacy regarding the statement she had provided over email.

23. Further, the publication did not accept a breach of Clause 14. It stated that – although the complainant had marked her email “Strictly Confidential & Not for Publication” – this did not mean she was a confidential source as per the terms

of Clause 14. It said that she was the subject of the story, and had been approached for comment – she was not a confidential source such as a whistleblower. It added that including the statement she provided “protected” her from her actions, and that she had not provided any circumstances which would provide a greater need for confidentiality.

24. The publication also did not accept a breach of Clause 3. It stated that the article itself had not put the complainant at risk – rather, it had reported publicly available social media posts she had made, which, given her role at a university, it considered “necessary and important”.

25. In response, the complainant maintained the article had breached Clause 1. She reiterated that the publication had “put words” in her mouth – she had not referred to the murder of babies, nor labelled “murders and kidnaps”, as “legitimate struggle”. She also maintained that the publication had interpreted her post in relation to the Universities UK statement “maliciously”.

26. Further, she disputed the publication’s interpretation of the context of the attacks on 7 October – she stated that “Israeli settlers and the IDF” have been attacking Palestinians for decades. She added that an independent investigation into the attacks on 7 October had not been conducted, and so the publication could not conclude precisely what had happened, and that “all sources coming out about the October 7th attack have come from Israel, which is a state that has a long history of spreading disinformation”.

27. Further, the complainant stated that she was a confidential source – under Clause 14 – as she had given a statement, in confidence, to the publication. She added that the email that included her statement was not sent as a reply to the publication’s initial correspondence, but as a separate email.

28. She also added, finally, in relation to Clause 3, that since the article’s publication she had not been able to go anywhere on her University campus unaccompanied.

Relevant Clause Provisions

Clause 1 (Accuracy)

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

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

Clause 2 (Privacy)*

i) Everyone is entitled to respect for their private and family life, home, physical and mental health, and correspondence, including digital communications.

ii) Editors will be expected to justify intrusions into any individual's private life without consent. In considering an individual's reasonable expectation of privacy, account will be taken of the complainant's own public disclosures of information and the extent to which the material complained about is already in the public domain or will become so.

iii) It is unacceptable to photograph individuals, without their consent, in public or private places where there is a reasonable expectation of privacy.

Clause 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 14 (Confidential sources)

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

Findings of the Committee

29. The Committee recognised that both parties had disputed elements of what had occurred on 7 October. It wished to emphasise, firstly, that it was not making findings on what happened on October 7th. Its role was to consider whether the publication had breached the Editors' Code.

30. First, the Committee considered the complainant's concerns about the publication of an excerpt of her email to the publication, beginning with the complaint that it breached her privacy. The Committee had regard for the terms of Clause 2(i), which state that "everyone is entitled to respect for their private and family life ... including digital communications". Therefore, it considered whether the complainant's email constituted an aspect of her "private and family life" under the terms of Clause 2, and therefore whether the publication had

reported information over which the complainant had a reasonable expectation of privacy.

31. The Committee noted that the complainant had marked her email as "Strictly Confidential & Not for Publication". This indicated her intention that the email be considered private correspondence. As a matter of practice and convention, in many instances publications will choose to comply with such a request. However, the Committee's role was specifically to consider whether publication breached the Editors' Code. The Committee did not consider that marking the correspondence "strictly confidential" or "not for publication" in itself made the correspondence private; the Committee also considered the contents of the correspondence, the circumstances in which the information had been provided, and whether the information being disclosed was, in and of itself, private.

32. With the above in mind, the Committee next considered the contents of the email itself. The email contained the complainant's reply to the publication's request for comment in response to the claim that she had supported the actions of Hamas, and the attacks on 7 October. It did not include any information the Committee considered to form part of the complainant's private life. The excerpt of the email quoted in the article was limited to a brief denial of the allegations put to her, which related to her public statements, not her private or family life. In such circumstances, while the Committee noted that she had marked the email as "Not for Publication", the Committee did not consider that this amounted to private correspondence – the complainant was aware that she was corresponding with a journalist, and the content of the emails were limited to the complainant's response to the allegations which the article would make, not any aspect of her private or family life.

33. With these points in mind, the Committee concluded that the complainant did not have a reasonable expectation of privacy over this correspondence and reporting its contents did not intrude into her privacy. There was no breach of Clause 2.

34. The complainant had also complained that the publication of the excerpt from her email identified her as a confidential source of information in breach of Clause 14. While the Committee appreciated that the complainant had marked her email as "Not for Publication", it noted that this did not constitute an agreement between the publication and the complainant that she would act as a confidential source of information. In these circumstances, the Committee was of the view that the complainant was not a confidential source providing information to the publication – which under Clause 14 the publication would have had a moral obligation to protect. Although she may have considered herself to have acted as a confidential source, at no point had there been an agreement between both parties that she was providing information on a confidential basis, or any indication by the publication (formal or informal) that it was entering into an agreement to treat her as a confidential source.

Accordingly, there was no breach of Clause 14. The publication of the complainant's denial did not breach the Editors' Code.

35. The Committee then considered the remainder of the complainant's concerns under Clause 2 regarding the reporting of her name and occupation, the use of an image of her, and the inclusion of her social media posts. Clause 2 specifically refers to the extent to which the material complained about is already in the public domain, and the Committee noted that both the image of the complainant and the social media posts were publicly accessible; the complainant had stated that the image was "public", and it did not appear to be in dispute that her social media account was publicly accessible – though certain posts were deleted prior to the article's publication, they had been posted by the complainant on her open social media accounts and had therefore entered the public domain. The Committee also did not consider that the complainant's name or occupation constituted private information -- the Committee noted that this information was readily available online on LinkedIn and the University's website. The Committee therefore considered that the information reported in the article was already in the public domain, and the publication had not reported information over which the complainant had a reasonable expectation of privacy. There was no breach of Clause 2 on these points.

36. Next, the Committee turned to the complainant's concerns under Clause 1. The complainant had alleged that the article had misleadingly taken social media posts of hers out of context in breach of Clause 1. The Committee therefore started by considering the reporting of each of these posts in turn.

37. Beginning with the complainant's post on 7 October, the Committee noted that the article reported that the complainant had "said the murders and kidnaps were not terrorism but part of a 'legitimate struggle'". On 7 October, the complainant had posted: "You call it terrorism. We call it legitimate struggle against siege, occupation, settler colonialism, slow violence and genocide... the blood of Palestinians in the past and the future is also on your hands and those like you who legitimise the racist (and antisemitic) state of Israel". This post was in response to a post made by Ursula von der Leyen, which opened: "I unequivocally condemn the attack carried out by Hamas terrorists against Israel. It is terrorism in its most despicable form".

38. The Committee noted the complainant's view that she never, specifically, stated that the "murders and kidnaps" were part of a "legitimate struggle". However, it had regard for the context of the social media post in question. The Committee did not consider it to be in dispute that, on 7 October, Hamas had attacked Israel and had both murdered and kidnapped Israeli civilians: this had been widely reported at the time. Further, the Committee noted that the social media post the complainant had replied to specifically referred to "the attack" carried out by Hamas terrorists – the complainant had replied, stating "You call it terrorism. We call it legitimate struggle [...]".

39. In these circumstances, the Committee was of the view that there was a sufficient basis for the publication to interpret the complainant's actions as her saying "the murders and kidnaps were not terrorism but part of a 'legitimate struggle'"; indeed, the Committee noted that the article made clear it contained the publication's interpretation of various academics' statements – for example, it reported that UK academics "appeared to celebrate or justify the violence" committed by Hamas. The Committee also noted that the online article included an image of complainant's tweet, while the print version replicated it in full in the text – clearly demonstrating to readers the posts she had made, and the basis for its description of the post – and that the publication had contacted the complainant for comment on the matter prior to publication. In all, the Committee was satisfied that the publication had taken care over the accuracy of the article on this point and that the article was not significantly inaccurate or misleading. There was no breach of Clause 1.

40. The Committee then turned to the 10 October social media post. The article reported: "On October 10, by which time it was clear that Hamas had murdered babies, Abdelhamid posted that academics who support Palestinians in their (various forms of) resistance have been the target of a vicious campaign by Zionists and other biggots (sic). To be very clear, I support the Palestinian resistance in ALL its forms. Bring it on if this upsets your fragile fascist sensibilities." The Committee recognised that the complainant considered this suggested she supported the actions of Hamas – it also noted that she had not mentioned Hamas in her social media post. However, it again had regard for the wording of the article – it did not state she supported or endorsed the actions of Hamas. Rather, it reported that "October 10, by which time it was clear that Hamas had murdered babies, Abdelhamid posted that [...]" – and then went on to set out the complainant's post.

41. It was not in dispute that, on 10 October, the complainant had made the social media post attributed to her in the article. The Committee did not consider that the article was inaccurate or misleading say that this post had been made "by which time it was clear that Hamas had murdered babies" – the Committee recognised that, by this time, it had been widely reported that this had occurred in the attacks on 7 October. While the Committee noted that the complainant disputed whether or not the attacks had occurred in the manner which had been widely reported, it considered that the publication had sufficient basis for the reported statement. The Committee also noted that the complainant's post was pictured in the article – making it clear to readers precisely what she had posted. As such, the Committee was satisfied that the publication had taken care over the accuracy of the article; and that the article was not significantly inaccurate or misleading. There was no breach of Clause 1 on this point.

42. The Committee noted the complainant's concerns that the article was misleading to report that she "later posted an attack on Universities UK after it warned that anyone supporting Hamas would be breaking the law. She called this 'shameful and disgusting'". The publication had supplied an image of the

complainant's post, and the Universities UK statement, which read: "Any student or staff member found to be supporting Hamas will be in breach of UK law"; the complainant had reposted this, under the words "This does not represent me. Shameful & disgusting". The Committee did not consider the article to be inaccurate or misleading on this point: It was not in dispute that the Universities UK statement had stated that academics supporting Hamas would be breaking the law, and the complainant had reposted it under the comment "Shameful & disgusting". Characterising this as "an attack", where the basis was made clear and the full post reported in the article, was not inaccurate or misleading, and there was no breach of Clause 1.

43. The Committee noted the complainant's concerns that the article was not balanced. It was clear that under the Editors' Code, articles do not need to be balanced, as long as publications take care not to publish inaccurate, misleading or distorted information. Where the Committee did not consider there to be any significant inaccuracies or distorted information in the article, there was no breach of Clause 1 on this point.

44. Finally, the Committee considered the complainant's concerns under Clause 3. Clause 3 generally relates to the way journalists behave when gathering news, including the nature and extent of their contacts with the subject of the story. While the Committee appreciated that the publication of the article had caused the complainant concern for her safety, it noted that these concerns related to the possible actions of members of the public, and were therefore not within its remit – under Clause 3, a publication is only responsible for the actions of its own staff during the information gathering process and its own editorial content. There was no breach of Clause 3.

Conclusions

45. The complaint was not upheld.

Remedial action required

46. N/A

Date complaint received: 08/01/2024

Date complaint concluded by IPSO: 13/05/2024

APPENDIX B

Decision of the Complaints Committee – 22775-23 Doyle v Nation.Cymru

Summary of Complaint

1. Siân Doyle complained to the Independent Press Standards Organisation that Nation.Cymru breached Clause 2 of the Editors' Code of Practice in an article headlined "S4C chief executive signed off with stress following sacking of her ally", published on 14 October 2023.

2. The article – which appeared online only – reported that the complainant had "been signed off work with stress a day after her close ally, chief content officer [...], was dismissed for gross misconduct. It went on to report that the complainant "was at work on Friday morning in S4C's section of BBC Wales' office in Central Square, London", and that she "told [S4C's Chair] at around lunchtime on Friday that she was seeing her doctor and later provided a sick note saying she had been signed off with stress".

3. The complainant, who at the time of the article's publication was S4C's Chief Executive Officer, said the article breached Clause 2 as, without her consent, it disclosed the specific reasons she had been signed off work. She considered this to be private medical information. She said that the contents of the article – the circumstances of her colleague's dismissal and bullying allegations made by members of staff at S4C – did not justify the disclosure of her private medical information. The complainant said that only her absence from work had been shared internally with S4C staff on the 14th of October 2023, and that the specific reason for her absence was not shared at this time as it was considered to be confidential medical information. The complainant said this confidential information appeared within a matter of hours in the article, without warning, and both she and S4C were unaware that this would be published.

4. The publication did not accept a breach of Clause 2. It said the complainant was a public figure who was at the centre of a public crisis – an investigation into allegations of bullying and a toxic culture – which affected a "publicly funded and totemic organisation", S4C, where she worked as the Chief Executive Officer. It said it also believed that S4C employees and the wider public in Wales had a legitimate right to know why the complainant was no longer at work. The publication added that a story published on another news provider's website on 13 October 2023 indicated that S4C staff were informed by their management that the complainant was on sick leave and that her duties were being shared between two more junior executives. The publication also stated that members of the complainant's family had made public comments about her health as part of her public campaign against the Chair of S4C.

5. In support of its position, the publication referred to the report issued on 6 December 2023 titled "A Report into the working environment and atmosphere at S4C". It said that this report was commissioned following a letter of complaint from a union, and examined the working environment at S4C amidst allegations of bullying. It said that the complainant was named in the report, and that her role in the events which led to the dismissal of the former Chief Content Officer were a matter of public interest.

6. The publication said it was aware of its obligation under the Editors' Code to respect individuals' right to privacy, and that any intrusion required a public interest justification. However, the publication did not consider these circumstances were similar to "sensationalist stories that gratuitously intruded on the private lives of celebrities", as this story formed part of a series of stories reporting on the allegations of bullying at S4C that was playing out publicly. It said it had previously reported that the complainant had been present at the time the former Chief Content Officer had displayed the behaviour which led to her dismissal, and that the complainant had not intervened to stop such behaviour nor disciplined her for it. The publication said there was significant concern amongst staff at S4C and the viewers of the channel about what was going to happen next. It said that this showed that there was a public interest in its reporting, given the complainant's involvement in the circumstances that led to the dismissal of the former Chief Content Officer.

7. The publication then set out why it considered reporting why the complainant was signed off served a public interest that was proportionate to any possible breach of the Code. It said that, given the complainant was the executive head of the broadcaster and her absence could not go unnoticed, she could have no reasonable expectation of privacy. The publication added that, by reporting the medical reason the complainant had been absent from work, it would put an end to ill-informed speculation, about what had happened to her, for the S4C staff members and for the channel viewers. It also said that, prior to publication, the reporter who published the story had a "detailed conversation" with the Associate Editor who was leading the coverage of the situation at S4C, and that both were aware that any intrusion into the private life of the complainant required a public interest justification. It said that, for the reasons set out above, it considered there was such a justification.

8. The complainant said that, after the publication of the article under complaint, she had discussed her medical information publicly and put out a mutually agreed statement with S4C. She said that there was no suggestion from S4C that it was necessary or in the public interest to divulge anything other than that she had been signed off from work. The complainant added that the publication was the first to publish the information – on 14 October, and that the subsequent articles it referenced during the investigation into the complaint were published after this date. She did not, therefore, accept that she had placed information about why she had been signed-off work in the public domain, as she had only

done so subsequently because the publication had disclosed the information without her consent.

Relevant Clause Provisions

Clause 2 (Privacy)*

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

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

9. The Committee first considered whether the information under complaint – that the complainant had “provided a sick note saying she had been signed off with stress” – was information in respect of which she had a reasonable expectation of privacy. The Committee recognised that “stress” is a term with a range of meanings. In this context, however, it was presented as medical information which had been included in a document provided by the complainant’s doctor – albeit in broad terms.

10. Under the terms of Clause 2, a complainant's own public disclosures of information and the extent to which the material complained about is already in the public domain or will become so are relevant to any reasonable expectation of privacy. In this case the Committee noted that the fact that the complainant was unwell and not at work had been disclosed internally to S4C staff prior to the article’s publication, but the specific reasons why she had been signed-off work had not been shared publicly. The complainant had later disclosed the specific illness: however, this happened after the article under complaint had been published and there was no indication, at the time of the article’s publication, that this information would enter the public domain. Therefore, where the specific reason why the complainant had been signed-off work was not in the public domain and had not been disclosed publicly by the complainant prior to publication of the article, the Committee considered that the complainant had a reasonable expectation of privacy over this information.

11. The publication appeared to accept that the reason the complainant had been signed off work was private medical information but argued that publishing the information was justified in the public interest. In order to invoke a public interest justification, a publication needs to demonstrate that it reasonably believed that publication of the information would serve the public interest in a proportionate way. The Committee therefore considered whether this test had been met.

12. When considering the public interest served by the publication of this information, the Committee was mindful of the complainant’s position as former Chief Executive Officer of S4C, a publicly funded organisation which is both a major employer in Wales and which plays a prominent role in Welsh-language society. At the time of the article’s publication, the organisation had been the subject of widespread reporting regarding its leadership and organisational

culture, including allegations of bullying, some of which related to the complainant. There was, therefore, a clear public interest in the story as a whole. The question for the Committee was whether there was a public interest in publishing the specific reason for the complainant's absence from work.

13. The publication had said that there was a public interest in disclosing the reason why the complainant was signed off from work, given the previously noted context and the fact that it believed S4C staff, and the wider Welsh public, had the right to know developments in an ongoing story concerning allegations of bullying at a publicly-funded organisation. In addition, it had argued that this would help prevent any speculation – such as that she may have also been dismissed – about the complainant's absence. It said that this had been discussed prior to publication in a detailed conversation, involving at least one senior staff member, and with reference to the public interest.

14. The publication had demonstrated that prior to publication it had considered the public interest in reporting the reason why the complainant had been signed off work. The Committee considered that the amount of detail which had been published was proportionate, where the medical information had been described only in broad terms and where it was directly relevant to the reason for the complainant's absence from a high-profile role within the organisation.

15. The Committee acknowledged the complainant's distress at the publication of the information. However, it considered that there was a considerable public interest in its publication. Significant concerns about the culture of the organisation and the impact this had on staff had been expressed publicly. The fact that the complainant herself was suffering from stress to the extent that she was unable to continue to work contributed to that story in circumstances where she was a senior member of the organisation. Taking into account the limited nature of the disclosure; the disclosures previously made within S4C that the complainant had been signed off work; the public interest in the broader story concerning events at the organisation; and the relevance of the disclosure to illustrate the difficulties being faced by the organisation, a publicly funded body, the Committee concluded that publication was in the public interest, and there was no breach of Clause 2.

Conclusion(s)

16. The complaint was not upheld.

Remedial action required

17. N/A

Date complaint received: 19/12/2023

Date complaint concluded by IPSO: 20/05/2024

APPENDIX C

Paper no.	File number	Name v publication
3085	20835-23	Revell v The Mail on Sunday
3106	21074-23	Davies v Nation.Cymru
3123	12982-23	Bliss v The Times
3097	21105-23	Trump International Golf Club Scotland v The Scotsman
3137	22289-23	Laughlan v Daily Mail
3135	22691-23	Stegers v The Times
3115	21092-23	Joyce v Mail Online