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

Present

Lord Edward Faulks
Sarah Baxter
Andy Brennan (*remotely*)
David Hutton
Alastair Machray
Helyn Mensah
Asmita Naik
Mark Payton
Allan Rennie (*remotely*)
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
Rosemary Douce
Tom Glover
Sebastian Harwood
Natalie Johnson
Rebecca Munro
Marcus Pike
Molly Richards
Hira Nafees Shah (*remotely*)

Observers:

Jonathan Grun, Editors Code of Practice

1. Apologies for Absence and Welcomes

Apologies were received from Bulbul Basu and Manuela Grayson.

2. Declarations of Interest

Declarations we received from Ted Young for item 8, and from Alastair Machray for item 10, who both left the meeting for the items.

3. Minutes of the Previous Meeting

The Committee approved the minutes of the meeting held on 28 November 2023.

4. Matters arising

There were no matters arising.

5. Update by the Chair – oral

Welcomed everyone to the meeting, Allan and Andy remotely, and particularly the new Committee member Sarah Baxter.

Goodbye to a very valuable member of the team, Sebastian Harwood, thank you for your contribution over the last three years.

Also it is Helyn Mensah's last meeting with IPSO, thank you for your contribution, absolutely consistent and forensic reviews of complaints.

6. Update by the Head of Complaints – oral

Head of Complaints, Emily Houlston-Jones, gave the Committee an update on the Complaints team's plans for the upcoming year, which includes three thematic reviews of the Committee's work to be brought to the Committee for discussion.

She also updated the Committee on the current recruitment for a new Complaints Officer: following a set task, the reviews are underway for the interview selection.

7. Complaint 22051-23 A woman v Aberdeenlive.news

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

8. Complaint 18554-23 Stephens MP v Scottish Daily Mail

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

9. Complaint 20762-23 Dale v Telegraph.co.uk

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

10. Complaint 20197-23 Budd v The Sun

The Committee discussed the complaint and ruled that the complaint should be closed.

11. Complaints not adjudicated at a Complaints Committee meeting

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

12. Any other business

There were no other business.

13. Date of next meeting

The date of the next meeting was subsequently confirmed as Tuesday 12th March 2024.

APPENDIX A

Decision of the Complaints Committee – 22051-23 A woman v Aberdeenlive.news

Summary of Complaint

1. A woman complained to the Independent Press Standards Organisation that Aberdeenlive.news breached Clause 2 (Privacy), Clause 4 (Intrusion into grief or shock) and Clause 11 (Victims of sexual assault) of the Editors' Code of Practice in an article published in October 2023.

2. This decision is written in general terms, to avoid the inclusion of information which could identify a victim of sexual assault.

3. The article reported on the court case of a man who had pleaded guilty to the rape and assault of a woman not previously known to him, the complainant. The article described the rape and assault, and included details of the attack, in addition to quoting comments by the defendant during the attack. The article also quoted the prosecutor, who had described the complainant's reactions during the attack. The article also contained the following information: it noted the attack had taken place in the complainant's home; referred to the suburb her home was in; specified the date and time of the attack; described her as female; and gave her age.

4. The complainant said that the article had not reported on her rape and assault in a sensitive way, in breach of Clause 4. She said that, whilst she understood the story should be reported, the level of detail included in the article intruded into her grief and shock. Whilst she criticised the level of detail overall, she specifically objected to the detailed description of her physical reaction to the attack and publication of comments made to her by her attacker during the attack. She said the publication of this level of detail had re-traumatised her. The complainant said she had chosen not to share many of the details included in the article with people who were aware that she had been attacked, and was distressed they could now read it. She said that, for the same reasons, the article had intruded into her private life in breach of Clause 2.

5. The complainant was also concerned that the article may lead to her identification as a victim of sexual assault, when considered in conjunction with other information which was already in the public domain. She noted that the article included the suburb lived in and her age – and noted that previous articles, which she provided, included her street level address and had included an image of her home which showed part of her garden and front door. The complainant said that no one had identified her to her face – though she thought

this was because people in the local area would not act in this way. She did, however, say someone had identified her to a friend and that it was generally known in the area that the story was about her.

6. The publication firstly apologised for any upset and distress the complainant had experienced by the publication of the article, stating this was not its intention, but that this was a risk when publishing information about serious crimes. Whilst it did not accept a breach of the Code, it did remove two sentences from the article, which included the reference to the complainant's reaction during the attack and other details about the incident.

7. With regards to the Code, the publication noted that all of the information under complaint had been heard in open court, including the details of the attack, the complainant's reaction to the attack, and the words used by the attacker. It said much of the detail under complaint was taken from a quote from the prosecutor, which it considered it was entitled to report. It said that there was no breach of Clause 4 on this basis, where the Clause explicitly protects the right to report on legal proceedings. The publication said that by being stated in court, and the additional anonymity of the complainant in the article, meant that no private information had been disclosed and it did not consider that there had been a breach of Clause 2.

8. The publication also said there was no breach of Clause 11, as it did not consider that it had published any information which was not already in the public domain. The publication provided a series of articles which had been published in June and November which detailed: the road name and area the attack took place on; the date of the attack; an image of the house on street view; and the age and gender of the victim. It said it had not added any further information about the attack then was present in these articles. The publication also said it had taken care in order to reduce the likelihood of the victim being identified, such as not publishing the street name or any imagery of the location.

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..

Clause 4 (Intrusion into grief or shock)

In cases involving personal grief or shock, enquiries and approaches must be made with sympathy and discretion and publication handled sensitively. These provisions should not restrict the right to report legal proceedings.

Clause 11 (Victims of sexual assault)

The press must not identify or publish material likely to lead to the identification of a victim of sexual assault unless there is adequate justification and they are legally free to do so. Journalists are entitled to make enquiries but must take care and exercise discretion to avoid the unjustified disclosure of the identity of a victim of sexual assault.

Findings of the Committee

9. The Committee expressed its sympathies to the complainant.

10. It first considered the complaint that the report had intruded into her grief and shock and breached Clause 4. The Committee made clear that the publication was entitled to publish the article: journalists' right to report on court proceedings is an essential part of open justice, and is also in the public interest. Reporting on criminal matters will, in some cases, lead to the publication of information that might be distressing to victims and others connected to the case. Clause 4 is clear that this is not in itself a justification for curtailing the right to report legal proceedings; the complainant had also acknowledged that the publication was entitled to report on her case. However, the terms of Clause 4 still apply, and in particular, the requirement for publication to be handled sensitively.

11. The Committee considered closely the two elements of the story that the complainant had specifically alleged constituted insensitive publication, balancing the requirements of Clause 4 against the well-established right to report on matters heard in open court.

12. When considering the specific parts of the article the complainant had alleged breached Clause 4, the Committee found that, whilst such details clearly caused distress to the complainant, details surrounding the nature of the crime itself, which were heard in court, did not amount to an intrusion into the complainant's grief and shock. Whilst the attack itself was clearly horrific, these details set out the crime committed by the attacker, and did not seek to make light of, or contain unnecessary detail of, the attack.

13. However, the Committee had concerns regarding the references to the complainant's physical reaction to the attack contained within the article. These details did not amount to, or form part of, the crime committed by the attacker – but rather were the complainant's personal reaction as the victim of a horrific crime, deeply personal and with the clear potential to be extremely intrusive to

the complainant. The Committee recognised that in some circumstances the publication of such personal and intrusive details may be justified. However, no such justification was put forward in these circumstances for the Committee to consider; the publication did not suggest that it had considered its obligation to handle publication sensitively and reached the decision that the publication of these details was warranted. After detailed consideration, the Committee concluded that in the context of the crime and article, the inclusion of this extremely personal information about the complainant's physical reaction to the attack amounted to an unnecessary level of detail which intruded into her grief and shock. There was a breach of Clause 4 on this point.

14. The Committee then considered the complainant's concerns that she had been identified by the information in the article, in conjunction with information which had already been published. The information which had been included within the article identified the suburb the complainant's home was located in; specified the date and time of the attack; and gave the complainant's gender and age. The Committee considered that this information, in and of itself, was not capable of identifying the complainant.

15. Turning to the further information that had been published prior to the article, the Committee noted that the same information published by the publication was already in the public domain. In addition, some articles had gone further than the article under complaint – for example, publishing the street name or an image of the house. The Committee found that, where the article under complaint had not published information which could lead to the identification of the complainant in and of itself, and where it had not published any information which was not already in the public domain in relation to the attack, it could not be considered to identify the complainant. There was, therefore, no breach of Clause 11.

16. The Committee finally considered the complaint that the article intruded into the complainant's privacy. It noted that the article did not identify the complainant and was based on information that had been made public in court. The Committee concluded that, notwithstanding its finding that publication had not been handled sensitively, the complainant did not have a reasonable expectation of privacy in relation to this information, and the article had not intruded into her privacy. There was no breach of Clause 2.

Conclusions

17. The complaint was upheld under Clause 4.

Remedial action required

18. Having upheld the complaint, the Committee considered what remedial action should be required. In circumstances where the Committee establishes a breach of the Editors' Code, it can require the publication of a correction and/or

an adjudication; the nature, extent and placement of which is determined by IPSO.

19. As the article breached Clause 4, and the breach could not be remedied by way of a correction, the remedial action required was an adjudication. The Committee considered the placement of this adjudication. It should be published online, with a link to this adjudication (including the headline) being published on the top 50% of the publication's homepage for 24 hours; it should then be archived in the usual way. A link to the adjudication should also be published as a footnote to the article.

20. The headline to the adjudication should make clear that IPSO has upheld the complaint, reference the title of the newspaper and refer to the complaint's subject matter. The headline must be agreed with IPSO in advance.

21. The terms of the adjudication for publication are as follows:

A woman complained to the Independent Press Standards Organisation that Aberdeenlive.news breached Clause 4 (Intrusion into grief or shock) of the Editors' Code of Practice in an article published in October 2023.

This complaint was upheld, and IPSO required that Aberdeenlive.news publish this adjudication to remedy the breach of the Code.

The article reported on the court case of a man who had pleaded guilty to the rape and assault of a woman not previously known to him, the complainant. The article described the rape and assault, and included details of the attack. The article also quoted the prosecutor, who had described the complainant's reactions during the attack.

The complainant said that the article had not reported on her rape and assault in a sensitive way, in breach of Clause 4. She said that, whilst she understood the story should be reported, the level of detail included in the article intruded into her grief and shock. Whilst she criticised the level of detail overall, she specifically objected to the detailed description of her physical reaction to the attack. She said the publication of this level of detail had re-traumatised her. The complainant said she had chosen not to share many of the details included in the article with people who were aware that she had been attacked, and was distressed they could now read it.

IPSO made clear that the publication was entitled to publish the article: journalists' right to report on court proceedings is an essential part of open justice, and is also in the public interest. Reporting on criminal matters will in some cases lead to the publication of information that might be distressing to victims and others connected to the case. Clause 4 is clear that this is not in itself a justification for curtailing the right to report; the complainant had also acknowledged that the publication was entitled to report on her case. However,

the terms of Clause 4 still apply, and in particular, the requirement for publication to be handled sensitively.

IPSO considered closely the element of the story that the complainant had complained constituted insensitive handling, balancing the requirements of Clause 4 against the well-established right to report on matters heard in open court. IPSO had concerns regarding the references to the complainant's physical reaction to the attack contained within the article. These details did not amount to, or form part of, the crime committed by the attacker – but rather were the complainant's personal reaction as the victim of a horrific crime, deeply personal and with the clear potential to be extremely intrusive to the complainant. IPSO recognised that in some circumstances the publication of such personal and intrusive details may be justified. However, no such justification was put forward in these circumstances for IPSO to consider; the publication did not suggest that it had considered its obligation to handle publication sensitively and reached the decision that this was warranted.

After detailed consideration, IPSO concluded that in the context of the crime and article, the inclusion of this extremely personal information about the complainant's physical reaction to the attack amounted to an unnecessary level of detail which intruded into her grief and shock. There was a breach of Clause 4 on this point.

Date complaint received: 02/11/2023

Date complaint concluded by IPSO: 14/02/2024

Independent Complaints Reviewer

The publication complained to the Independent Complaints Reviewer about the process followed by IPSO in handling this complaint. The Independent Complaints Reviewer decided that the process was not flawed and did not uphold the request for review.

APPENDIX B

Decision of the Complaints Committee – 18554-23 Stephens v Scottish Daily Mail

Summary of Complaint

1. Chris Stephens MP complained to the Independent Press Standards Organisation that Scottish Daily Mail breached Clause 1 (Accuracy) and Clause 10 (Clandestine devices and subterfuge) of the Editors' Code of Practice in the preparation and publication of an article headlined "SNP MP who forgot his phone... so had it couriered to London at taxpayers' expense", published on 20 May 2023.

2. The article, which appeared in print on page 8, reported that the complainant "landed taxpayers with a £130 bill to transport his mobile phone 400 miles after he left it at home when travelling to Westminster". It said the complainant "used the parliamentary expenses system to pay for a courier company to collect his phone from his Glasgow home and take it to London rather than pay for it himself." It then reported that, "[w]hen contacted by the Mail yesterday, [the complainant] promised the money would be paid back to the Independent Parliamentary Standards Authority (IPSA), the body which manages Westminster's expenses scheme." It went on to report that "[n]ewly published records show Mr Stephens made the claim of £129.88 on December 12, 2022". The article included quotes from politicians; one such comment, attributed to a Conservative Member of the Scottish Parliament, said: "Chris Stephens has some brass neck expecting the taxpayer to pick up the tab for his forgetfulness. 'Public pay for SNP incompetence' is a familiar headline – but there's no justification for it in this instance". Another comment, from a Liberal Democrat MP, included the following: "People want to see every penny in the public purse spent on vital public services like the NHS, not spent on first-class couriers for Chris Stephens' mobile."

3. The article also included the following quotation from the complainant: "Basically, I left my mobile in the house and I couldn't contact folk. I am paying it back. I'm paying it back on the basis that I accept it was my fault, I left the phone so I'm paying it back." The article also reported that "Mr Stephens told his staff at the time of the claim that he would pay the money back to IPSA."

4. The article then reported that "a spokesman for IPSA said the claim was accepted and paid to Mr Stephens because courier services are a valid cost that can be claimed through the expenses system". According to the article, "the spokesman also confirmed that, as of yesterday morning, there was no agreement in place for the money to be repaid by the MP". The article ended by

reporting the complainant's office "has now submitted a repayment form to IPSA in relation to the expense and the money will be returned".

5. The article also appeared online, in substantively the same format, under the headline "Senior SNP MP who forgot his phone at home while travelling to Westminster had it couriered to London and landed taxpayers with a £130 bill by claiming it on expenses."

6. On 19 May, the day before the article's publication, a reporter acting on behalf of the publication contacted the complainant by phone. During the call, the complainant accepted he had claimed this expense but said he would repay it. After the phone call, he forwarded the publication a message exchange between him and his office manager; the message exchange took place on 12 December 2022. This exchange included the following:

Complainant: I've lost my phone so best that people email me. Think I left it in the flat, checking with [REDACTED]

Complainant: I'm on the train

[...]

Office Manager: If phone in flat we can courier down to you

[...]

Office manager: £90 for pre 9am delivery if you want – can put on Ipsa

Complainant: Ok, if I will pay back

Complainant: I will pay back in January

Office Manager: Not Ipsa then?

Complainant: Pay it on the card, I will repay. Don't worry.

[...]

Office Manager: It's gone up already to £148 by 9am [...]

Complainant: Yes before 9am but [REDACTED]. I will pay it back

7. Prior to the publication of the article, the complainant's office also forwarded an email from IPSA, which was sent to the complainant's office manager on 19 May 2023. The email confirmed details of a call between the office manager and an IPSA staff member. The email included the following excerpt:

1. The claim 60158503 for £129.88 for courier services is an approved and paid reimbursement claim

2. Within the Scheme of MPs' Business Costs this claim is a permissible Parliamentary expense

3. We understand you wish to repay this claim

4. As IPSA does not require you to repay this cost (because it is an allowable cost), IPSA has not given you a deadline for the repayment of this claim

5. We have suggested the 'year end process' as a suitable point at which to repay the claim

8. The Westminster SNP Press Team sent the publication a further email on 19 May saying: "The claim in question was a permissible Parliamentary expense. As a result, IPSA did not set a deadline for this expense to be paid. Nevertheless, in good spirit, Mr Stephens paid the expense in full – saving the taxpayer £129.88." Attached to this email was an undated IPSA repayment form.

9. At 10.45am that day, the publication contacted IPSA via phone. The publication said that, on this call, IPSA confirmed there had not been an agreement in place to repay the claim, but that it had been paid that day – it confirmed this in an email which said, "the repayment was agreed on 19 May 2023 and received shortly after."

10. On 22 May 2023, the complainant submitted a complaint to IPSO. In this complaint, he said that the article had breached Clause 1 of the Editors' Code. He said it gave the misleading impression that he had only agreed to pay back the £129.88 expense because he had been contacted by the publication, when in fact he had intended to pay it back prior to being contacted by the newspaper. He said that this misleading impression was compounded by the fact that the article omitted to mention his office had contacted IPSA on 12 December, the day of the train journey, to alert them to the expense. It had also, he said, omitted to mention that he had been advised the fee was legitimate but that if he wanted to repay the cost there was no time limit in which to do so, but ideally it should be paid by the expenses "year-end process" – which he said was July 2023, two months after the article's publication. The complainant said three other publications who had also published this allegation had subsequently retracted it.

11. The complainant said the article also implied, in a misleading manner, that the expense was claimed improperly; he said this impression was heightened by the inclusion of quotes from individuals which were critical of his actions.

12. The complainant also said the phone call he had had with the journalist, prior to the article's publication, breached Clause 10. He said that the phone call between him and the journalist had been recorded, and that he had not given

permission for this, and he was unaware of this until it was revealed by the publication during the investigation. He also said that he had made clear his comments were off-the-record when he spoke to the reporter.

13. During IPSO's complaints process, on 16 August, the complainant sent the publication an email from an IPSA staff member, which he had received on 11 August. The email included the following:

"My email from 19 May 2023 stands. Mr Stephens' claim for courier services was an approved and paid claim and IPSA did not require you to repay this claim to us, therefore when you contacted us in December 2022 about repaying the cost, we did not give you a deadline by which to repay it.

"Earlier this week our comms team responded to a query from a journalist and while that response did not conflict with what we discussed on 19 May, it may have been misconstrued.

"For the avoidance of doubt; you and I spoke on 19 May about the repayment of the claim, following a conversation you had with my team in December 2022. In May 2023 you and I discussed the advice you had been given in December and I provided some clarity about how and when to make repayments".

IPSA also wrote to IPSO during the complaints process. The letter included the following:

"The courier claim was submitted by Chris Stephens' Office Manager on 12 December 2022, which was the day the cost was incurred. The Office Manager contacted our MP Services Team to inform us that Mr Stephens wished to repay the claim cost back to us and enquired how and when to make that repayment. He was advised to make the repayment as part of our year-end process. The end of the financial year is 31 March and the year end process runs for several months thereafter, so there was still time for the payment to be made beyond 19 May.[...] Furthermore, IPSA has never required Mr Stephens to repay this claim – it is a legitimate business cost. If it wasn't, then we would have set a 30-day deadline for the repayment to be made."

14. The publication did not accept a breach of the Code. Turning to the specific alleged inaccuracies, it said it did not accept the article inaccurately implied the complainant only intended to pay back the expenses because of its publication. It said the article made clear the complainant repaid the expense after he was contacted by a reporter acting on behalf of the publication, and did not claim that it had been the prompt for the repayment. It said, in any event, it had not been presented with evidence to show the complainant had agreed with IPSA to repay the money prior to its reporter contacting him for comment on 19 May. It said the information it had been provided with prior to publication – the complainant's messages to his staff about the claim and an undated repayment form – did not demonstrate that the complainant was already in the process of

repaying the claim prior to the article's publication. The publication said IPSA had not raised any concerns about the accuracy of the article, and that the article included the complainant's position that he had told his staff he wished to repay the money as soon as the claim was made.

15. The publication also did not accept the article misleadingly implied the complainant was guilty of wrongdoing. It said the article made clear the claim was legitimate; the article noted that "a spokesman for IPSA said the claim was accepted". It said people were entitled to be critical of the complainant making the claim, regardless of whether the money was then paid back, and this did not render the article inaccurate or misleading.

16. The publication did not accept a breach of Clause 10. It said the purpose of Clause 10 is to prevent unmerited fishing expeditions by using clandestine devices or subterfuge to gather information which not would ordinarily be revealed. It said that, during the conversation complained of, the complainant was aware he was speaking to a journalist who was writing a story about him. It said that the recording had been made for the purpose of keeping an accurate contemporaneous record of the conversation, and noted that IPSO had previously ruled that such recordings were not considered to be clandestine recording as defined by the terms of Clause 10.

17. To support its position, the publication also supplied a recording of the conversation to IPSO. In this recording, the complainant did not say his comments were off-the-record.

18. The complainant maintained he had stated the conversation was off-the-record, although he did not dispute he could not be heard saying this in the recording.

Relevant Clause Provision

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.

Findings of the Committee

19. The complainant said that the article was misleading as he had always intended to pay back the claim, and would have done so even if he had not been contacted by the publication. The Committee noted the information provided by the complainant – the messenger exchange and the emails from IPSA – indicated advice was given around repaying the expense, and IPSA’s position was that the expense was legitimate. However, there was no contemporaneous documentation provided that showed a formal arrangement had been made, and it was not in dispute that no repayment had been made at the time the publication contacted the complainant for comment, nearly six months after the claim.

20. The Committee also noted the article made clear why the expense had initially been claimed and the complainant’s position, which was that his intention had always been to repay the expense, and the money would be returned. This was not an inaccurate summary of the events surrounding the claim as they stood at the time of the article’s publication: the complainant had “promised the money would be paid back to the Independent Parliamentary Standards Authority (IPSA), the body which manages Westminster’s expenses scheme”, but had not yet repaid the money. Therefore, there was no breach of Clause 1 on this point.

21. The Committee then considered whether the article created a misleading impression of wrongdoing by including quotes from other politicians. The decision to include quotations is a matter of editorial discretion for publications, and newspapers are not responsible for the content of quotations, but rather making sure their content is distinguished from fact. In this case, the quotations were clearly distinguished as the views of the complainant’s political opponents. There was no breach of Clause 1 on this point.

22. The Committee then considered whether the phone call breached the terms of Clause 10, as alleged by the complainant. The complainant had said that the Clause had been breached as the call had been recorded without his knowledge, and he had asked to remain “off-the-record”. The terms of Clause 10 make

clear that the press should not seek to publish material obtained by using hidden recording devices; the purpose of the Clause is to regulate the use of material obtained using clandestine devices and misrepresentation. In this case, the recording itself was not published, and the complainant was aware he was speaking to a reporter throughout the conversation; there was no allegation that the reporter has misrepresented the nature of the phone call or engaged in subterfuge. The Committee was satisfied that the complainant had not been recorded covertly for the purposes of publication, but rather that the call was recorded for the purpose of keeping an accurate contemporaneous record of the call. Whether a conversation was “off the record” did not engage the terms of the Clause. Notwithstanding this, the Committee also noted that the complainant had not referenced the call being “off-the-record” in any follow-up correspondence with the publication, and that this was not referenced in the recording of the phone-call it had been provided. Therefore, it was not able to establish in any case whether the call had been off-the-record or not. There was no breach of Clause 10.

Conclusion

23. The complaint was not upheld.

Remedial action required

24. N/A

Date complaint received: 24/07/2023

Date complaint concluded by IPSO: 08/02/2024

Independent Complaints Reviewer

The complainant complained to the Independent Complaints Reviewer about the process followed by IPSO in handling this complaint. The Independent Complaints Reviewer decided that the process was not flawed and did not uphold the request for review.

APPENDIX C

Decision of the Complaints Committee – 20762-23 Dale v Telegraph.co.uk

Summary of Complaint

1. Simon Dale complained to the Independent Press Standards Organisation that Telegraph.co.uk breached Clause 1 (Accuracy) of the Editors' Code of Practice in an article headlined "'It's only a matter of time before a drone brings down a jet'", published on 1 September 2023.

2. The article – which appeared online only – was accompanied by the sub-heading: "Air safety experts believe the devices are a ticking time-bomb, with ownership at record levels and nearmisses with aircrafts on the rise". The article then reported that "[e]arlier this month, the right wing of an Emirates flight was seriously damaged after a suspected mid-air collision with a drone as it was landing at Nice Cote D'Azur airport", adding that the "latest incident [was] particularly worrying because it seems to have involved actual contact".

3. The article then stated that the "Aviation Safety Network database lists 23 reported collisions [between drones and aircrafts], although experts suspect the number of near-misses is much more substantial". It also reported that "[i]n 2016, a drone reportedly collided with a British Airways flight at Heathrow Airport, although the pilot managed to land safely".

4. The article went on to state that, two years after the Heathrow incident, "physicists at University of Dayton Research Institute modelled the impact of a high-speed collision. Though it's yet to happen to a commercial aircraft it allowed them to conclude that such an event could cause an aircraft's wing to disintegrate, and it is 'only a matter of time ' before it happens in real life". It then stated that, "[e]arlier this year, a Russian jet collided with an American drone above the Black Sea, causing damage to both."

5. The article included comments from two academics. The first academic reportedly said that "Gatwick was a crucial turning point" , and that "it exposed the safety risks, because obviously a drone can interfere with an aircraft that is landing or taking off." The academic reportedly added: "'Now, there are dozens and dozens of incidents per month at each airport [...] I don't think it's impossible that a big accident will happen'".

6. It then reported that the second academic – who, according to the article, had "written extensively about the security risk from drones, both in domestic settings and in international conflict" – "believe[d] the risk to airports from hostile actor, in particular, is under-researched". It reported his comments that "'[r]esearch

shows that a drone collision at speed in the air, through the walls of the aircraft, is enough to down an aircraft. If a drone was to go through the windscreen of an aircraft, it would certainly incapacitate the crew". The article also reported that the second academic had said that "[a]ccess to drones is much easier than access to firearms in the UK"; the article said that this made "it an attractive, if not risk-free, means for an attack. The machines are already used, to great effect, in warfare, with the Ukrainian war effort in particular making great use of quick, cheap-to-acquire drones".

7. The article also included comments made by the complainant, who was described as a "drone enthusiast who founded Airprox Reality Check, a sighting review website which cross-checks reports by Airprox, an organisation that records pilot testimony of incidents in UK airspace.". It stated that the complainant "believes that it is impossible to spot a drone from an aircraft, and that all reported sightings are, therefore, misidentified full-size aircraft". It further reported that the complainant "concede[d] that a drone could be used to disrupt an airport: 'I could get some boffins together and we would come up with something that would fly a predefined route, and then come back or then just ditch itself. You could definitely do it, but that's not to say that anyone actually would.'" It then reported that the complainant "supports changes to UK regulations [...] mandating 'geofencing' in the drone systems which would prevent flying into protected airspace".

8. The complainant was one of a number of individuals who raised concerns about the article; in line with IPSO's usual procedures, he was selected as IPSO's lead complainant for the purpose of investigating the complaint.

9. The complainant said that the article contained several inaccuracies in breach of Clause 1. First, he said that the article inaccurately reported that "the right wing of an Emirates flight was seriously damaged after a suspected mid-air collision with a drone as it was landing at Nice Cote D'Azur airport". He disputed that a drone had been involved in this incident. He noted that the summary published by the Bureau of Enquiry and Analysis for Civil Aviation Safety (BEA) on the incident made no mention of such a device; the website stated, at the time of the complaint, that the BEA investigation was "still in progress". He also disputed that this was "one of many recent incidents that involve drones interfering with aviation" and expressed concern that the article had not evidenced this claim.

10. The complainant also said the article inaccurately reported that "[i]n 2016, a drone reportedly collided with a British Airways flight at Heathrow Airport, although the pilot managed to land safely". He said that there was no evidence of a drone or damage to the aircraft, and that the incident had been misrepresented by the publication.

11. He then said the article reported, in an inaccurate and misleading manner, that the "Aviation Safety Network database lists 23 reported collisions". He said that the Network lists 124 reported 'drone accidents' since 1993 and, except for

one, all related to military target drones, rather drones owned by members of the public interacting with commercial aircrafts in the UK.

12. Further to the above, the complainant said that the reference to research undertaken by physicists at University of Dayton Research Institute on the “impact of a high-speed collision” was misleading as the airplane used to conduct the research was a small two-seater craft, and not representative of modern commercial airplanes.

13. The complainant also said that the article was misleading to report that a “Russian jet collided with an American drone above the Black Sea”. He said that this was a reference to a Russian war plane attack on a military drone, but this reference in the context of the article gave the misleading impression that a Russian Airliner collided with a civilian/consumer drone. He also said that the article incorrectly referred to the Russian “war plane” as a “jet”. He further said that the article inaccurately compared and conflated drones used in the Ukrainian war with civilian drones flown in the UK.

14. In addition, the complainant said the article was inaccurate to report the claims made by the quoted academics. He disputed that there were “dozens and dozens of incidents per month at each airport”. He also said there was no “credible” evidence to suggest that an aircraft would be incapacitated if it collided with a civilian drone or that such a drone could penetrate the windscreen of an airliner – as suggested by one of the academics.

15. The complainant also said that the article misrepresented comments he had made to the publication, and that it had taken his comments out of context: he had explained how the risk posed by drones to aviation was extremely low and well mitigated for, and detailed how he believed most alleged drone reports at airports actually do not actually involve any drones.

16. He also expressed concern that the article described him as a “drone enthusiast” while the others quoted had been described as “experts”, and which, he argued, demonstrated bias on the part of the publication. He said that this was further supported by the publication’s use of “believes” when summarising his position, which he said presented him in a negative light.

17. The publication did not accept a breach of the Editors’ Code, and denied that the article inaccurately reported or misrepresented the incident at Nice Cote D’Azur airport. It said that the text of the article made sufficiently clear that the involvement of a drone was “suspected”; it did not state as fact that a drone had been involved or that a collision had occurred. It also said the article as a whole made sufficiently clear the status of the involvement of drones in this particular incident. Notwithstanding this, on 23 October 2023, during IPSO’s investigation – in a gesture of goodwill and in effort to resolve the matter – it offered to amend this portion of the article to read: “It’s one of many recent incidents in which drones have been suspected of interfering with aviation”.

18. Similarly, the publication denied that the article misrepresented the incident at Heathrow Airport in 2016: the text of the article made sufficiently clear that a drone had “reportedly” been involved, noting that coverage at the time cited the involvement of such a device. Nevertheless, on 7 September – and 6 days after the article was published – the publication added the following line to the article: “Transport Secretary Patrick McLoughlin later, however, debunked this suggestion of a drone collision”. It said that this was done in order to provide a contemporary verdict and to clarify the matter to its readers.

19. The publication also did not accept that the article was inaccurate or misleading to report that the “Aviation Safety Network database lists 23 reported collisions, although experts suspect the number of near misses is much more substantial”. It noted that the text of the article clearly distinguished these collisions as “reported”. It also noted that the publicly available database listed the number of cases where there were “suspected and confirmed drone collisions with aircraft” i.e., cases which had been reported to them; some of which were confirmed, and some of which weren’t.

20. The publication also denied that the article misrepresented the University of Dayton Research Institute study; it accurately reported that the research had modelled a drone flying into an aircraft. Further, the publication said the article did not suggest that this study was representative of a modern commercial aircraft, adding that the article did not solely concern these types of aircrafts.

21. Further, the publication did not accept that the reference to the collision of a “Russian jet” with “an American drone above the Black Sea” rendered the article inaccurate or misleading. The publication argued that the reference demonstrated the many uses of, and risks posed by, drones – a point the publication said was highlighted by one of the academics specifically in relation to the war in Ukraine and made clear within the article. The publication also denied that the term “jet” was inaccurate: it was commonly used to describe an aircraft propelled by jet engines and described as such in multiple other publications at the time of the incident.

22. The publication made clear that it was not obliged to cite every point of view on a particular issue, acknowledging that this article focused upon the risks posed by drones to aviation. The publication said it reported the concerns raised by some experts on the matter and had approached two academics in relevant fields. It added that the article clearly identified the academics quoted, with their comments clearly distinguished as comment, and which largely concerned with potential danger from bad actors – not hobbyists – and the likelihood of a future threat.

23. The publication denied any suggestion of bias. In addition to approaching the academics for comment prior to the article’s publication, it had approached the complainant. In doing so, he had presented a different argument to the academics quoted on the risks posed by drones. This had then been included to

allow readers the opportunity to form their own conclusions on the matter. It denied that the description of the complainant as a “drone enthusiast” was intended as a disparagement or was inaccurate. It maintained that the article provided a fair and brief assessment of the complainant’s role and relationship to the issue: he was enthusiastic about drones and had founded a company which monitored incidents in UK airspace.

24. Notwithstanding this, during IPSO’s investigation, the publication offered, in a gesture of goodwill and in an attempt to resolve the complaint, to amend the online article to describe the complainant in the following terms: “Simon Dale founded Airprox Reality Check, a drone sighting review website which cross-checks reports by Airprox, an organisation that records pilot testimony of incidents in UK airspace”.

25. Further, the publication denied that it had misrepresented the complainant’s comments. It noted that quotes were not generally reported verbatim; amendments were a necessary and practical part of the editing process for publications, notably for style, brevity, and other considerations. In any event, it considered that the article provided a fair and accurate summary of the complainant’s position. To support its position, it provided IPSO with a transcript of the interview with the complainant. This showed that the complainant had expressed doubt that pilots could “spot a tiny little drone” while travelling at speed, which would go “past [the] window in a fraction of a second”, adding: “a lot of [reported sightings of drones] are sort of impossible and often actually misidentified full size aircraft or distanced away”.

26. The publication also highlighted the following section of the transcript to further support its position:

Reporter: Do you think that it's made people much more cautious, and they need to think about potential drones at airports or do you think that there is a legitimate risk from either hobbyists not knowing that they're supposed to fly there, or more malicious people?

Complainant: Yes, it's really concerning. I'm not sure. I suppose there is, if you were dead set on disrupting an airport. You could build a drone that has no GPS, or no, no radio link. And you could set it off. If you said to me [...] here's 20 grand, build me a drone that can disrupt Gatwick. I could get some boffins together and we could come up with something that would take off fly a predefined route, either using GPS or using something else like an inertial measurement system. [...] You could definitely do it. But that's quite a different question. I mean, actually, the easiest way to disrupt an airport I would suggest is [if] I went and stood at the boundary of Gatwick Airport and just keep the mic on my handheld radio. They wouldn't be able to transmit or receive on their frequency not they won't be able to take off over land.”

Reporter: “So there's sort of easier and cheaper ways to disrupt an airport.”

Complainant: "Yeah. And in fact, I'm sure I could come up with some way that I could leave that somewhere in a backpack and then go away so I wasn't because that's the danger if I was to guess the police would descend on me fairly rapidly. Presumably you could in some way hide it and then leave it but yeah, in real terms, I think it's vastly diminished. Maybe the one advantage of the Gatwick 2018 thing was that it's made people are much more aware. In terms of drone pilots and members of the public we have much more, sort of, on community forums saying I see much more people being either worried about or actually encountering members of the public telling them off or saying that's illegal."

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.

Findings of the Committee

27. The Committee first considered the article's coverage of the incident at Nice Cote D'Azur Airport. The Committee noted that the article stated an aircraft had been damaged after "a suspected mid-air collision with a drone", adding that this incident was "particularly worrying because it seems to have involved actual contact". Further, the Committee noted that – according to the material provided by the complainant – the investigation by BEA into the incident was still "in progress" and no definitive findings by the relevant authorities had yet been published. In these circumstances, the Committee considered that the text of the article made sufficiently clear that, at the time of publication, the involvement of a drone in the incident had not been confirmed. As such, the Committee did not consider that the article was inaccurate or misleading on this point. Nevertheless, the Committee welcomed the amendments proposed by the publication to further clarify that Nice was one of many recent incidents "in which drones have been suspected of interfering with aviation". There was no breach of Clause 1.

28. The Committee next considered the article's coverage of the incident at Heathrow Airport in 2016. The Committee noted that the article made clear that a drone "reportedly collided" with an aircraft; it did not state as fact that there

had been a collision. Nor did the Committee consider that the omission of the contemporary verdict on the incident rendered the article significantly inaccurate where it did not materially affect the accuracy of the article: air safety experts were concerned by the real and perceived threat posed by drones to aviation. Notwithstanding this, the Committee welcomed the amendments made by the publication to clarify this point. There was no breach of Clause 1.

29. The complainant said the article inaccurately reported that the “Aviation Safety Network database lists 23 reported collisions” – he noted that all, except for one, related to military and not civilian drones. To support its position, the publication provided IPSO with a copy of a database which showed 23 cases where there were “suspected and confirmed drone collisions with aircraft”. In the view of the Committee, the text of the article made sufficiently clear that these were “reported” collisions involving a drone; it did not say that civilian drones were involved in the reported collisions. Further, the Committee noted that the database did not record, as suggested by the complainant, that only a single reported case related to a civilian operated drone. In any event, the omission of the exact nature and type of drone did not render the article inaccurate or misleading: the article focused on the use of drones – and the risk posed by these vehicles to aviation – as a whole. In these circumstances, the Committee was satisfied that the article was not inaccurate on this point. There was no breach of Clause 1.

30. The Committee noted that the selection of material was a matter of editorial discretion, as long as the Code is not otherwise breached. In this instance, the Committee did not consider that the reference to the study conducted by the University of Dayton Research Institute rendered the article inaccurate or misleading. It was clear that the complainant disputed the relevance of this study arguing that it was not representative of a modern commercial aircraft. However, it was not in dispute that the research had modelled the impact of a collision between a drone and an aircraft. The Committee was therefore satisfied that the article was not inaccurate or misleading in the manner suggested by the complainant. There was no breach of Clause 1.

31. The Committee noted the article reported that “Russian jet collided with an American drone above the Black Sea”; it did not suggest that a commercial or recreational drone had been involved, nor was it in dispute that such a collision had occurred. The newspaper had been entitled to focus on this incident and the multiple possible uses of drones including by the military, particularly where one of the academics quoted within the article had discussed how such vehicles were being used in the war in Ukraine. Further, the Committee did not consider that the description of the Russian military aircraft as a “jet” rendered the article inaccurate or misleading: such terms are commonly used to describe aircrafts. There was no breach of Clause 1 on these points.

32. While the complainant evidently disagreed with the views expressed by the two academics on the risks posed by drones, this disagreement did not in itself

raise a breach of Clause 1. Under the Editors' Code, newspapers are entitled to report the views and claims of individuals, so long as they take care to accurately distinguish them as such. In this instance, the opinions reported were clearly presented as comment and attributed to the individuals responsible for them, via the use of quotation marks. The article detailed the credentials of the academics in their relevant fields as well as their respective assessments of the risks posed by drones. While the complainant disagreed with these assessments, this did not in itself mean that the article was inaccurate or misleading to report them, particularly where the claims made were clearly presented as comment, rather than established fact. The Committee did not therefore consider that the article breached Clause 1 on this point.

33. The Committee next considered whether the article misrepresented the comments made by the complainant to the publication. In considering this, the Committee noted that the article stated the complainant "believes that it is impossible to spot a drone from an aircraft, and that all reported sightings are, therefore, misidentified full-size aircraft"; this was not presented as a direct quote but rather as the publication's summary of the complainant's position. The Committee also had regard to the transcript of the conversation between the complainant and the reporter. This showed that the complainant had expressed doubt that pilots of aircrafts could "spot a tiny little drone" while travelling at speed and "a lot of [reported sightings of drones] are sort of impossible and often actually misidentified full size aircraft or distanced away". The Committee also noted that the complainant had conceded to the reporter that a drone could be used to disrupt an airport and detailed how he could potentially achieve this. The Committee also did not consider that the use of the term "believes" rendered the article inaccurate or misleading: the complainant had communicated to the reporter his considered view regarding the likelihood of reported sightings of drones and this had been reported. The article was not inaccurate or misleading on this point, and there was no breach of Clause 1.

34. The Committee next considered the complainant's concern that the article had described him as a "drone enthusiast". The Code does not address matters of impartiality, balance or bias. Publications have the editorial freedom to publish what they consider to be appropriate provided that this does not breach the Code. The Committee noted that the term "enthusiast" was, to a certain degree, subjective. In such circumstances, and where the publication was able to provide evidence to demonstrate the complainant's involvement with drones, the Committee was satisfied that this particular characterisation was not significantly inaccurate or misleading in this context. Nevertheless, the Committee welcomed the publication's offer to amend the online article on this point. There was no breach of Clause 1.

Conclusion

35. The complaint was not upheld.

Remedial action required

36. N/A

Date received by IPSO: 11/09/2023

Date concluded by IPSO: 07/02/2024

APPENDIX DAPPENDIX E

Paper no.	File number	Name v publication
3038	18075-23	Singh v The Sunday Times
3063	20544-23	Shaw v Telegraph.co.uk
3068	20293-23	Mendes v Western Mail
3065	20400-23	Extinction Rebellion v The Daily Telegraph
3069	20112-23/20114-23/20116-23	Kayani v mancehstereveningnews.co.uk/lancs.live/liverpoolecho.co.uk
3059	20233-23	Khan v Daily Mail
3083	20606-23	White v The Sunday Telegraph
3084	20685-23	Adams v Telegraph.co.uk