

IPSO Annual Statement

Period 01/01/2019 – 31/12/2019

1. Factual Information of Regulated Entity – D.C. Thomson Group

Company Number SC005830

Established 1905

Average monthly number of employees 1,780

Turnover year to March 2019 - £221m

1.1 List of titles/products

Newspaper Titles	Consumer Magazine Titles	Children's Magazines & Comic Titles
Dundee Courier & Advertiser	Peoples Friend	Beano
Evening Telegraph	Peoples Friend Special	Commando Gold
The Sunday Post	Peoples Friend Pocket Novel	Commando Home of Heroes
Weekly News	My Weekly	Commando Action & Adventure
Press & Journal	My Weekly Special	Commando Silver
Evening Express	My Weekly Pocket Novel	Animals & You
	Scots Mag	Shout
www.thecourier.co.uk	This England	110% Gaming
www.pressandjournal.co.uk	Evergreen	Jacqueline Wilson
www.eveningtelegraph.co.uk	Scottish Wedding Directory	
www.eveningexpress.co.uk	No 1 Magazine	www.beano.com
www.sundaypost.com	Scottish Caravans & Motorhomes	www.commandocomics.com
www.energyvoice.com	Platinum	www.animalsandyou.co.uk
	Bunkered	
	UK Club Golfer	
	www.peoplesfriend.co.uk	www.shoutmag.co.uk
	www.myweekly.co.uk	www.110gaming.com

	www.scotsmagazine.com	www.jw-mag.com
	www.thisengland.co.uk	
	www.scottishweddingdirectory.co.uk	
	www.no1magazine.co.uk	
	www.scottishcaravansandmotoring.co.uk	
	www.platinum-mag.co.uk	
	www.bunkered.co.uk	
	www.ukclubgolfer.co.uk	

1.2 Regulated Entity's responsible person

Richard Neville – Head of Newspapers

Email: rneville@dctmedia.co.uk

Phone: 01382 575270

1.3 A brief overview of the nature of the Regulated Entity

The groups' trading activities consist of the printing & publishing of newspapers, the publishing of magazines, the publishing of books, gifting, event organisers, local radio broadcasting, online publishing of content including genealogy and newspaper archive records and the provision of data hosting and associated technological services.

2. Copies of internal manuals, codes or guidance used by journalists

Copies of the DCT/AJL Code of Conduct & Press Trip Guidelines which are issued to all staff are attached. The terms and conditions for freelance contributors are also attached.

3. Brief details of the compliance process, including how the Regulated Entity deals with:

3.1 Compliance with the Editors' Code of Practice

All Editorial staff comply with both the Editors' Code of Practice, administered by IPSO, and the D.C. Thomson Code of Conduct. It is part of the terms and conditions

of their employment and breaches are dealt with under the company's disciplinary procedure.

All complaints are logged with a brief note kept of the complainer, the nature of their concerns, the person responsible for the content complained of, and the resolution. The log is managed by each individual editor and a copy is collectively maintained.. Complaints are filed under general, legal and IPSO and stored for a minimum of three years.

In line with IPSO guidelines, attempts are made to resolve issues directly with complainers. If no resolution can be found, then editors provide contact details for IPSO and detail the service offered by the regulator.

All newspaper titles carry information about IPSO, including contact details, and the IPSO mark in every printed edition. The same text and mark are carried online on each title's contacts page.

All our journalists are trained to industry standards and conduct fact-checking and source management as advocated in their professional training. All staff raise legal concerns with senior editorial figures who have access to lawyers 24 hours a day. Pre-publication advice has been sought from IPSO on a regular basis concerning most aspects of the Editors' Code of Conduct.

Copies of the Editors' Code of Practice are given to all editorial staff and IPSO updates are made available to senior managers who brief their teams as necessary. As part of management of the complaints process, editors oversee and identify any patterns or trends and ensure the process is being followed correctly and consistently. Senior editorial executives are also responsible for potential Public Interest Defences and decisions where there may be challenges or give rise to potential complaints. A brief note of the conversation, who attended and contributed, thought processes and decisions made are filed and managed by each title's editor.

A whistleblowing procedure is in place and is detailed in our internal Editorial Code of Conduct.

3.2 Adverse adjudications during the period are noted below.

Date/Reference	Publication	Relevant Code Provisions	Remedial Actions
Complaint 19/08/2019 Decision	The Press and Journal	1. Accuracy	The corrections published by the title identified the inaccuracy, explained it and set out the correct position, and was

13/11/2019 IPSO 06211-19			offered promptly and with due prominence. This was sufficient to avoid a breach of Clause 1.
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3.3 Training of Staff

The majority of our staff have undergone e-learning – provided by PA - re the Editors’ Code in previous years.

New starts still undergo the eLearning training at the beginning of their employment. The nature of the eLearning modules is about awareness of the Code requirements and how and what to do.

Individual title editors also regularly remind senior staff of relevant IPSO case studies, prompting discussion and debate over the complaints and resolutions involved.

IPSO staff are invited regularly to give update briefings to editorial staff on recent adjudications.

4. Details of Steps taken by the Regulated Entity in response to any adverse Adjudication by the Regulator during the previous year.

The sub-editor involved in the Press and Journal adjudication was spoken to by a senior member of staff and reminded of the need for accuracy. Senior staff were satisfied that the error resulted from an honest mistake and was not part of a pattern of behaviour by the individual concerned.

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Richard Neville
Head of Newspapers

CODE OF CONDUCT

Company Values and Editors' Code of Practice

All DC Thomson newspapers are committed to journalism of the highest standards. We aim to produce our newspapers with accuracy, honesty and fairness. As a result we have earned and secured the trust of our readers.

We expect and require all of our journalists to adhere to the DC Thomson company values and to abide by the Editors' Code of Practice which is enforced by the Independent Press Standards Organisation.

All editorial staff are expected to have a working knowledge and understanding of the content of the Editors' Code of Practice and a commitment to the highest ethical standards. It is required that the Code is kept to hand at all working times. (Copies are available from your line manager)

It is our policy to handle complaints courteously, professionally and timeously. We will publish clarifications and corrections when necessary, as quickly as possible and with due prominence. Appropriate space will be set aside early in the paper to do so unless the complainant requests otherwise (eg. sport corrections in sport).

Staff Training

Mandatory e-learning will be provided on IPSO guidelines and ethics for all editorial staff who will be required to complete this on a regular basis.

Contractual Requirements

All editorial staff will be contractually required to abide by:

- DC Thomson's company values and this editorial Code of Conduct
- the Editors' Code of Practice
- the editorial complaints / clarifications and corrections procedure.

Failure to abide by any of the above may lead to disciplinary proceedings, which, in the event of either consistent, serious, or deliberate breaches could result in dismissal. Investigations will be handled in the first instance by a senior editorial executive with any disciplinary proceedings handled at editor level. Rights of appeal will be heard by the Editor-in-Chief.

No member of staff should feel under pressure to breach the Editors' Code of Practice or DC Thomson company values. In the event that any staff member feels that they – or their colleagues – have been put in this position, they should raise their concerns with their line manager or confidentially with the editorial HR Business Partner. The matter will be investigated at senior level and action taken as appropriate.

Public Interest Defence

Following changes to the Editors' Code of Practice, the Public Interest rules require editors who claim a breach of the Code was "in the public interest" to show that they had good reason to believe that the public interest would be served, and to demonstrate *how and with whom that was established at the time.*

Any decision to use the Public Interest defence must be done with the knowledge of the editor or designated deputy in their absence following discussion at senior editorial level.

A brief note must be taken of the steps taken prior to publication, including details on who was involved in the discussion / debate and at what time in the publication process, as well as the clear grounds on which they believed the public interest would be served. The note should be filed electronically in the Public Interest folder managed by each title's editor. A copy must also be filed with the Editor-in-Chief.

Potential Clash Of Interest

It is incumbent on all writers to declare any potential conflict of interest in stories they are covering to their line manager. Business reporters should provide a list of all companies that they hold shares in directly to their

Date: Updated 06/03/2018

editor. They do not need to declare the number they possess nor do they need to include details of investment trusts or financial products in which the shares of many companies are held together with bonds and cash.

Hospitality and Entertainment

Newspapers run more of a risk of being party to bribery and corruption than most businesses and, therefore, must adopt robust procedures for protecting staff and the brand from falling foul of attempts to undermine credibility and confidence.

There are several areas of normal business that are open to abuse and there are clear positions to be taken by staff in particular circumstances.

In general, however, transparency is the key to ensuring the brands and individual members of staff are not left open to accusations of corruption.

It is an accepted practice that entertainment and hospitality will be offered to editors and senior and specialist editorial staff. It is acceptable to take part in these activities provided the overall value is reasonable and that there is not a disproportionate expectation of response.

Staff must evaluate an offer to ensure the process is open and transparent and there is no risk of bribery or corruption.

Key questions to ask are:

- What is the purpose of the activity and is it proportionate?
- Is it legitimate to build a relationship? What is the host's intention?
- Does the newspaper benefit?
- If other parties were to take part in the same activity on the same basis, would we write about it?

Examples where it is acceptable are:

- Building a positive relationship
- Promoting or highlighting interests
- Sharing joint interests
- General fact finding

There is no definitive way to assess each offer of hospitality or entertainment but there are clearly situations that editorial staff should avoid, including:

- Where there is an expectation of a "quid pro quo" in that those extending the offer are expecting something specific in return.
- Where a gift of cash is part of the experience.
- Where the activity is inappropriate, i.e it is sexual or illegal

In general terms invitations to meals, sporting or cultural events with modest travel or accommodation included would be acceptable from a provider who could be expected to have a business relationship with our newspapers.

Small, modest gifts like branded merchandise proportionate to the relationship would also be acceptable but never cash.

While it is difficult to put a maximum value on entertainment and hospitality offered, common sense and transparency is the key when deciding what is and is not acceptable.

Where in doubt please take advice from your line manager.

All gifts and entertainment should be recorded on paper at the moment, but an online register will be made available in due course.

Review materials

Where items such as books, CDs, videos, computer games and other consumer goods are offered for review, they should only be accepted on the understanding that there is no guarantee that the items will feature in the publication.

Anything offered on the condition that it is featured, favourably or otherwise, should be refused. Items that are received but not reviewed should be disposed of by means of charity sale to staff.

Holiday and travel experiences

It is forbidden for staff to try to elicit travel or accommodation directly from private companies.

Offers of holidays and travel experiences for review should be passed to a designated senior executive. They can only be accepted on the understanding that there is no guarantee of a favourable report in any publication.

A register of all staff who have been offered a facility trip should be kept and monitored by the editors.

There must be a fair and transparent system for deciding which staff members are to receive holiday or travel offers. Again this will be handled by a senior executive on the title.

Procedure to follow if cash or cheques are sent into title

1. Members of staff are NOT permitted to keep any monies sent in by readers for their own personal use, or for any other purpose.
2. All offices must keep a log book in which any cheques or cash sent in are recorded and it is the responsibility of a title Editor to ensure that this is done.
3. If any money or cash is sent in, the employee who receives it must immediately bring it to the attention of their line manager, who will ensure that it is officially logged.
4. The reader should then be sent a letter, enclosing an SAE, thanking them, but telling them that what we do is all part of the service, it would also explain that we do have a fund for charity (DCT chosen charity or the title's chosen charity, i.e. the Francis Gay fund) and that we can either return the cash/cheque to them or pass it to the charitable fund.
5. We would then follow their preferred course of action. In the meantime, the money should remain with the line manager. If the reader opts for it to be given to charity, the money should be sent to the PA to Editor-In-Chief in your office.

OTHER MEDIA AND/OR PUBLISHING WORK

In addition to your contractual obligations with the Company, all other media and/or publishing work should first be cleared at senior editorial/executive level.

Where an individual is undertaking media work as a result of their position within the company, they must ensure their position and publication must be credited prominently.

You shall use also your best endeavours to promote and protect the interests of the Company or any associated company and shall not do anything which is harmful to those interests.

COMPLAINTS, CLARIFICATIONS & CORRECTIONS

Policy Statement (*Published under the Opinion column of each title*)

The <NEWSPAPER TITLE> is committed to journalism of the highest standards and we aim to produce our newspaper with accuracy, honesty and fairness.

Our journalists adhere to these principles and the DC Thomson company values of integrity and respect. We abide by the Editors' Code of Practice which is enforced by the Independent Press Standards Organisation. It is our policy to publish clarifications and corrections when necessary as quickly as possible and with due prominence.

You can contact us by e-mail at <insertreaderseditor@emailaddress>, by writing to The Editor, *The <TITLE>*, 80 Kingsway East, Dundee DD4 8SL, or by calling us on 01382 575 541.

Information about the Code of Practice can be obtained from Independent Press Standards Organisation, Gate House, 1 Farringdon Street, London EC4M 7LG. Telephone: 0300 123 2220. Email: inquiries@ipso.co.uk.

Process and Procedure

Each title will appoint a senior executive to handle and investigate **ALL** complaints, clarifications and corrections in the first instance. Complaints, clarifications and corrections will not be dealt with by staff directly.

An acknowledgement will be sent within 24 hours of receipt of the initial complaint and we will aim to resolve all complaints, wherever possible, within seven working days.

All complaints, clarifications and corrections will be recorded in line with the agreed procedure and subject to an annual audit. Where clarifications and / or corrections are necessary we will publish these with due prominence on an appropriate early page as quickly as possible.

Each title reports IPSO and legal complaints to the newspaper board on a monthly basis.

A further collated report is submitted by the Editor in Chief to the main board's Audit/Risk Compliance committee every six months

COMPLAINTS will be:

- Filed centrally under three headings: Legal, IPSO and General
- Filed using the electronic version of the attached form with a copy of the original article and any subsequent corrections / clarifications will be held on file by admin/PA
- Logged with the title editor and then the Editor-in-Chief who has responsibility for compliance

NEWSPAPER COMPLAINT FORM

Name of person taking call: Date: Time:

Name of complainant:

Address:

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Contact numbers: E-mail:

Nature (and date) of complaint:

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Has an acknowledgement been sent? [] Has a copy of original article been attached? []

Cause and nature of error and staff members involved:

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Resolution / action taken to resolve complaint:

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Resolution date and by whom:

Has copy of any correction / clarification been attached? []

Press Trip Guidelines

In the interests of fairness, clarity and our editorial integrity, and in accordance with our Code of Conduct and Anti-bribery and Corruption policy, the following rules apply for all press trips:

- Staff must not elicit or attempt to elicit travel or accommodation or extras or enhancements to offer packages directly from travel companies.
- Where travel companies contact staff directly, even where staff have been on previous trips with the company, details must be passed to the person responsible for travel features, who schedules all press trips and travel coverage.
- Staff must not contact the person responsible for travel features to request trips without prior written approval from the Editor or Deputy Editor. Approval for trips is generally based on merit and will only be granted in exceptional circumstances.
- Notification of available trips, co-ordinated by the person responsible for travel features, will be put out to all staff. Following notification, any requests to go on trips must be sent to the relevant person who ultimately decides who will go on the trip.
- All trips must be taken in the staff member's own time, and material must be written for the Travel Supplement as required and to deadline.
- A log is kept of all trips that staff have been offered and attended on and we aim to ensure the allocation of trips is based on merit.

Any breach of this policy may result in disciplinary action in accordance with our disciplinary policy up to and including dismissal.

DC Thomson Ltd –Standard Contributor Terms

INTRODUCTION

This document sets out the standard contributor terms for the provision of freelancer Contributions to D.C. Thomson & Company Limited; Aberdeen Journals Limited; Puzzler Media Limited and/or This England Publishing Limited (such entities being referred to both collectively and individually throughout these contributor terms as the '**Company**'). These contributor terms shall be referred to as the 'Standard Contributor Terms'.

You may receive a covering letter in addition to these Standard Contributor Terms offering you the opportunity to have your Contributions included in one or more of the DCT Group Products and setting out any specific terms relating to your Contributions as determined by the Commissioning Editor (which letter shall be referred to as the '**Covering Letter**'). The Standard Contributor Terms and the Covering Letter (where applicable) shall together be referred to as the '**Agreement**'. In the event of any conflict between the provisions of the Standard Contributor Terms and those set out in the Covering Letter (where applicable), the terms of the Covering Letter shall take precedence over the Standard Contributor Terms.

Before any Contribution of yours is commissioned by the Company, you and the Commissioning Editor should also agree the main points to be covered in such Contribution, the deadline, the fee to be paid for such Contribution (if applicable) and any special requirements.

By submitting a Contribution and/or accepting a commission for a Contribution to the Company you agree that you have read, understood and agree to the terms of the Agreement, as amended from time to time. Acceptance of the terms of the Agreement is a pre-requisite for your Contribution being commissioned.

Please note: A Glossary of key terms is included at the end of these Standard Contributor Terms.

EDITORIAL STANDARDS

We expect that everyone who contributes content to the Company acts with the highest standards of integrity and ethics.

By accepting the terms of the Agreement, you hereby represent, warrant and undertake:

- the Contribution you submit to the Company is your own original work and not copied wholly or substantially from any other source;
- you have used all reasonable endeavours to ensure that the Contribution you submit to the Company is not defamatory of any person or entity
- the Contribution you submit to the Company does not misuse any private or confidential information of any person or entity; and

- is not likely to render you or the Company in contempt of court or in breach of any criminal law, including (but not limited to) improper obtaining, processing or disclosure of data, surveillance, harassment, trespass, bribery or any other law or regulation whether during the course of your journalistic activities or otherwise.

You undertake not at any time to do anything to bring the brands, trademarks and/or reputation of the Company and the DCT Group into disrepute.

By accepting the terms of the Agreement, you confirm that any use which the Company might make of your Contribution in accordance with such terms will not infringe any person's rights, including but not limited to intellectual property, privacy, confidentiality, performance, data protection or any other right.

We require all newspaper contributors to work in accordance with the Editors' Code of Practice regulated by the Press Complaints Commission (or any successor body). In the event of a complaint relating to your Contribution, we will require your full cooperation in the resolution of the matter.

If you have any queries on these points, please discuss these with your Commissioning Editor.

RIGHTS TO THE CONTENT

It is very important that there is a clear understanding by you as to what rights are being granted by you under the Agreement in the Contributions you submit to the Company. As is the case with other publishers, the Company needs to have certain rights to allow it to reach different audiences and devices with the content.

The Company requires and you agree to grant the DCT Group the following rights in respect of all Contributions you submit for the full period of copyright including all renewals, reversions, extensions and revivals of such period:

1. The exclusive right to first publication in any Media (as defined below), in any language, anywhere in the world in any of the Company's Products at the Company's discretion.
2. Following the Company's first use as described in point 1 above, the non-exclusive, transferable right to reuse, republish and retransmit your Contribution in any Media, in any language, anywhere in the world, in any of the DCT Group's Products at the DCT Group's discretion and without further payment to you. These rights will continue to apply and cannot be revoked.
3. The right to translate, amend, cut or alter your Contribution as the DCT Group sees fit in accordance with the Company's normal editorial practice.
4. In the event that your Contribution (or a version of it) features in one of the DCT Group's newspapers, the right to authorise the Newspaper Licensing Agency (the 'NLA') and, in the case of use of the Contribution in any Product, any other collection society, to distribute or

license the distribution of your Contribution for the NLA's or other collection society's respective licensed acts and purposes as amended from time to time.

5. The non-exclusive right to use, store, publish and/or transmit your Contribution in internal archives and databases managed and used by the DCT Group.
6. The non-exclusive right to permit third parties to use, store, publish and/or transmit your Contribution in their external archives and databases for research purposes only. External archives and databases offer access for research purposes to material from a wide range of sources. They are usually accessible on-line but also in other Media. Examples of such external archives include Lexis Nexis and Factiva.
7. The non-exclusive right for the DCT Group to Syndicate your Contribution subject to payment to you of 50% of all net revenues received by the DCT Group and attributable to such Contribution.
8. A right of first refusal (not to be unreasonably delayed) to publish a collection of works in book form (in any format including, but not limited to, printed, electronic and audio books) where the Contribution(s) you submit form the sole or majority part of such collection (a 'Book Collection').

For the avoidance of doubt, except as expressly granted herein, all rights to the Contribution of whatever nature throughout the world will be retained by you (including copyright).

Without prejudice to the right of first refusal in paragraph 8 above, in certain circumstances we may look to publish a Book Collection. Save where any Contribution(s) were commissioned by us for the express purposes of a Book Collection, any publication of a Book Collection by us would be subject to new contractual terms to be agreed between you and the DCT Group (including relating to additional payments to you).

In certain circumstances, it may be necessary to publish a photograph of you for publicity, promotion or other activity relating to your Contribution. In the event that this is required, you grant the DCT Group permission to publish a photograph of you of its choosing.

JOINT CONTRIBUTIONS

If we make any changes to or jointly contribute to a Contribution you will not be entitled to use the jointly created or edited version of such Contribution yourself or authorise any third parties to use it without the Company's prior written consent.

CHANGES TO THESE TERMS

In the future the Company may change these Standard Contributor Terms by posting the changes online. Where this is the case, you will be notified of the relevant website address by your Commissioning Editor and the changes will take effect following such notification. For the avoidance of doubt, any changes to the terms set out in any Covering Letter will require your prior written consent (which consent may, without limitation, be given by email).