
MINUTES of the COMPLAINTS COMMITTEE MEETING
Tuesday 24th May at 10.30am
Gate House, 1 Farringdon Street, London EC4M 7LG

Present

Lord Edward Faulks
Nazir Afzal
Andy Brennan
Tristan Davies
David Hutton
Alistair Machray
Helyn Mensah (remotely)
Asmita Naik
Mark Payton
Andrew Pettie
Allan Rennie (remotely)
Miranda Winram

In attendance:

Charlotte Dewar, Chief Executive
Michelle Kuhler, PA minute taker (remotely)
Robert Morrison, Head of Complaints

Also present: Members of the Executive:

Elizabeth Cobbe (remotely)
Sarah Colbey
Rosemary Douce
Alice Gould (remotely)
Sebastian Harwood (remotely)
Emily Houlston-Jones
Natalie Johnson (remotely)
Beth Kitson
Molly Richards
Martha Rowe (remotely)

Observers:

Jonathan Grun, Editors Code Committee
Michaela McAleer, Board Member

1. Apologies for Absence and Welcomes

No apologies were received

2. Declarations of Interest

There were no declarations received.

3. Minutes of the Previous Meeting

The Committee approved the minutes of the meeting held on 26th April 2022.

4. Matters arising

There were no matters arising.

5. Update by the Chairman – oral

The Chairman updated members on his and the Chief Executive's visit to Scotland and the various meetings they had there. He also updated the Committee on a stakeholder engagement meeting with the national publications attended by himself, the Chief Executive and the Head of Complaints.

The Chairman informed the Committee that IPSO's Head of Communications would be leaving IPSO at the end of July to take up a new role elsewhere. IPSO had also appointed Chris Evans, serving editor, to the Appointments Panel.

6. Complaints update by the Head of Complaints – Oral

The Head of Complaints updated the committee on the recent rejection of 6,000 complaints that IPSO had received about an article which made claims about the conduct of the deputy leader of the Labour party.

He also updated members on other casework matters of note.

7. Complaint 01996-22 Brown v spectator.co.uk

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

8. Complaint 12346-21/12371-21 A man v Lancashire Telegraph

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

9. Complaint 01665-22 Paisley v Sunday Life

The Committee discussed the complaint and ruled that the complaint should be partially upheld under Clause 1. **A copy of the ruling appears in Appendix C.**

10. Complaint 11860-21 Currie v dailyrecord.co.uk

The Committee discussed the complaint and ruled that the complaint should be upheld. **The decision will be finalised in correspondence.**

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 was no other business.

13. Date of next meeting

The date of the next meeting was subsequently confirmed as Tuesday 19th July 2022

Appendix A

Decision of the Complaints Committee 01996-22 Brown v spectator.co.uk

Summary of Complaint

1. Gordon Brown complained to the Independent Press Standards Organisation that spectator.co.uk breached Clause 1 (Accuracy) of the Editors' Code of Practice in an article headlined "Gordon Brown's Russian riches", published on 25 February 2022. The article was updated three times after its initial publication; the second version of the article onwards appeared under the headline: "Gordon Brown's office took Russian bank's money".
2. The first version of the article under complaint, which appeared online and was linked to on the website's homepage, reported that "Labour has been trying to much [sic] political capital out of Russian-linked donations to the Tory party" and that "Labour might want to check a little closer to home when it comes to checking sums given to its party grandees. For Mr S has discovered that former Prime Minister Gordon Brown was paid over £100,000 by a newly sanctioned Russian bank. [...] The ex-Labour leader received £124,494 for a speech he gave to Sberbank and another corporate giant, Troika Dialog in February 2012. Sberbank, which is the largest financial institution in Russia, was yesterday sanctioned by the US Treasury department, as part of its punitive actions towards 13 Russian financial institutions to 'impair' the Kremlin and Russia's economy in the wake of its invasion of Ukraine".
3. This version of the article went on to report that "[d]espite the significant fee, Brown's speech lasted only 4 hours, equating to £500 per minute or £8 a second. Kerching!" It also stated that "[w]ith regards to the fee he received, Brown wrote at the time that he 'was not receiving any money from the engagement personally' and that it was 'being held by the Office of Gordon and Sarah Brown for the employment of staff to support [his] ongoing involvement in public life.' At that time, Brown was already being paid a salary of £65,738 as the MP for Kirkcaldy and Cowdenbeath [sic] and earning thousands extra on the leisure circuit. Unsurprisingly, the former PM did not respond to Steerpike's request for comment".
4. The article ended with the following: "First Peter Mandelson's strategy firm and now Gordon Brown's Russian roubles. How many more Moscow skeletons will come out of the Labour closet."

5. The article was updated on 26 February. The second version of the article was amended as follows: The headline was changed from "Gordon Brown's Russian riches" to "Gordon Brown's office took Russian bank's money"; "Still, Labour might want to check a little closer to home when it comes to checking sums given to its party grandees. For Mr S has discovered that former Prime Minister Gordon Brown was paid over £100,000 by a newly sanctioned Russian bank. The ex-Labour leader received £124,494 for a speech he gave to Sberbank and another corporate giant, Troika Dialog in February 2012" was changed to read: "An interesting question arises though as to which donations to politicians are legitimate and for what reason. For Mr S has discovered that the office run by former Prime Minister Gordon Brown was given more than £100,000 by a newly sanctioned Russian bank. The ex-Labour leader declared receiving £124,494 for a speech he gave to Sberbank and another corporate giant, Troika Dialog in February 2012"; and the sentence "At that time, Brown was already being paid a salary of £65,738 as the MP for the Kirkcaldy and Cowdenbeath and earning thousands extra on the circuit lecture. Unsurprisingly, the former PM did not respond to Steerpike's request for comment" was amended to read "At that time, Brown was already being paid a salary of £65,738 as the MP for the Kirkcaldy and Cowdenbeath. The former PM has subsequently spoken out consistently against Putin's regime over recent years. Brown's office did not initially respond to a request for comment".
6. The second version of the article also omitted the following: the word "Kerching!"; and the sentence "First Peter Mandelson's strategy firm and now Gordon Brown's Russian roubles. How many more Moscow skeletons will come out of the Labour closet?".
7. The following sentence was also added to the end of the second version of the article: "The Office of Gordon and Sarah Brown was established to support Gordon and Sarah in their work and to facilitate their ongoing involvement in public life. This includes their charitable and pro bono work. The costs of the Office are paid from income received by the Office for consulting and paid speaking engagements undertaken by Gordon. Alongside paid speaking engagements Gordon and Sarah give regular pro bono speeches to universities, charities and other organisations."
8. The article was again updated on 27 February. The sentence "An interesting question arises though as to which donations to politicians are legitimate and for what reason" was removed from the article; "For Mr S has discovered that the office run by..." was changed to read "But Mr S has discovered..."; and the following footnote was added to the article:

A previous version of this piece referred to 'Brown's Russian riches' and 'Brown's Russian rubles' [sic]. We are happy to make it clear that Gordon Brown never personally benefited from the engagements or speeches referred to in this piece.

9. The complainant said that every version of the article included several inaccuracies and instances of misleading and distorted information in breach of Clause 1. Turning to the first version of the article, he said that the headline – “Gordon Brown’s Russian riches” – and the reference to his “Russian roubles” inaccurately suggested that he had benefitted personally from the speech made in 2012, when he had not. He said this inaccuracy was compounded by the first version of the article including the word “Kerching!” when referring to the fee received. He further said that he had repeatedly made clear over the last decade that money he received from such speeches was held by the Office of Gordon and Sarah Brown – which had, as a result, donated over £4 million to charitable causes – and that he does not receive a salary or any other income from the Office. He then said that the publication would have been aware of this fact had they visited the website of the Office, or had they reviewed previous rulings made by the Press Complaints Commission on the subject, of which there were several. The complainant also said that every version of the article was inaccurate as each referred to the salary he was receiving for being an MP in conjunction with the reference to the fee his office received for the speech – thereby creating the misleading impression that the fee received was intended for his personal use, as was the salary. He also said that it was inaccurate to refer to Sberbank as a “newly sanctioned bank”, as it suggested that the bank had been newly sanctioned at the time the complainant had given the speech rather than in 2022. This information, in conjunction with the phrase “kerching”, he said, gave the inaccurate impression that he had received the money in a personal capacity.

10. The complainant also said that the first version of the article was inaccurate as it did not refer to the fact that he had “spoken out consistently against Mr Putin’s regime over recent years”. He then requested the immediate removal of the article.

11. The complainant also said that all versions of the article were inaccurate as they stated that he had been contacted for comment, with the first version of the article stating that “Unsurprisingly, the former PM did not respond to Steerpike’s request for comment”; he said that referring to the request in these terms gave the impression that he had intentionally avoided responding to a request for comment from the publication because he had no answer to give. He said that, in fact, he had been contacted by a self-described “freelance journalist”, emailing from a University email account, at 11pm the night prior to publication. The email

requested a response within 1 hour, and did not state why a comment was being sought and for what purpose; it also did not include any reference to the fact that a comment was being sought for publication in a newspaper or magazine, rather than for university work. The complainant provided the email, which said as follows:

I wanted to ask if you would be willing to give a statement about [a speech Mr Brown gave in 2012] and answer the following:

Why did Mr Brown speak at Russia's largest bank?

Why did Mr Brown receive £124, 494.99 fee he received for the 4 hour speech?

What was discussed in the speech? Does Mr Brown regret this now?

In the register of interests it states that this fee was "being held by the Office of Gordon and Sarah Brown for the employment of staff to support [his] ongoing involvement in public life." Could you shed more light on what this means?

This is an incredibly fast turn around piece, and my deadline is within the next hour, so I would really appreciate it if you could get back to me as quickly as possible.

12. The complainant also provided a second, follow-up email from the freelance journalist; the follow-up email was sent two hours after the publication of the first version of the article, and was identical to the earlier email, with the exception of the sentence referring to the deadline for comment, which was altered to read:

This is an incredibly fast turn around piece, so I would really appreciate it if you could get back to me as quickly as possible.

13. The publication said that it had invited a comment from the complainant's office prior to publication, and that it had included a statement from 2012 in the article setting out the complainant's position with regards to the fee received: "Brown wrote at the time that he 'was not receiving any money from the engagement personally' and that it was 'being held by the Office of Gordon and Sarah Brown for the employment of staff to support [his] ongoing involvement in public life.'" It also said that the article was published more than 12 hours after the initial request

for comment, which it considered to be ample time for a response to be provided. It also said that the reference to the bank being “newly sanctioned” clearly meant that the sanctions had been recently imposed, not that they were in place at the time of the complainant’s speech.

14. The publication also disputed that the headline of the first version of the article breached Clause 1; it noted that the headline should be read in conjunction with the article, and that the article made clear that the complainant had said in 2012 that he was not receiving any money from the engagement personally and that it was being held by his office. It also noted that the office in question bore the complainant’s name and that he had significant control over it. Nevertheless, it amended the headline and the article in the manner set out above in paragraphs 5 through 7. It also said that it would be happy to add any comment the complainant may wish to make to the article.
15. The complainant said that he was not content with the amendments which had been made to the article, and considered that further inaccuracies had been introduced to the second version of the article. He flagged particular concerns over the following sentence: “An interesting question arises though as to which donations to politicians are legitimate and for what reason?” He said that this inaccurately implied that the fee received was a “donation”, similar to those given to political parties. He further said that the article’s reference to him “subsequently [speaking] out consistently against Putin’s regime over recent years” was inaccurate, as he had spoken out against the regime prior to 2012. He reiterated that he required the article to be removed, and for an apology to be published.
16. The publication, while not accepting that the article had breached the Code, made further amendments to the article as set out in paragraph 8. It also accepted that the word “unsurprisingly” should not have been used in relation to the publication not receiving a response from the complainant, but noted that the second version of the headline included a claim that was not in dispute: that the complainant’s office had received money from a Russian bank. It then noted that it was under no obligation to refer to comments the complainant had made against the Russian government prior to 2012, where it was not in dispute that – since that year – he had been a vocal critic of the regime, as reported in the article
17. The complainant said that the publication remained in breach even following the amendments, noting that it still referred to him having “received” money from the bank which, he stated, was inaccurate – the fee had been received by his office.

18. The publication said that it was “deeply chilling” that the complainant was seeking the removal of an article which, it said, was accurate and in the public interest. It also said that it was not in dispute that a Russian bank had paid an enormous fee to the complainant’s office, and that he had refused repeated requests to comment. It then noted that it could not be inaccurate to state that the publication had contacted the complainant for comment and that he had refused to give one, where he had been offered repeated chances to comment on the article post publication.
19. The publication then said that it had taken care over the accuracy of the article prior to publication: it had verified the House of Commons Register of Members’ Interests to verify that the complainant’s office had received the fee from the Russian bank; had confirmed that the bank had been sanctioned; had reached out to the complainant for comment; and the article had passed through its own team of fact-checkers after the freelance journalist had approached it with the story. It said that, should IPSO consider that the article required correction, the clarification published at the bottom of the piece two days after publication was a sufficient remedy to any alleged inaccuracy and that no apology to the complainant was required.
20. The complainant reiterated his position that an apology was merited, where the inaccuracies were: serious; had caused significant personal distress; and had caused serious harm to his reputation. To support his position on the latter point, the complainant provided tweets from members of the public, which he said demonstrated that readers had understood the article to mean that he had received money personally from the engagement. One tweet stated that “ACCORDING TO THE SPECTATOR EX LABOUR PRIME MINISTER AND FACE OF SCOTTISH LABOUR UNIONISM GORDON BROWN POCKETED £125,000 FROM A NOW SANCTIONED RUSSIAN STATE BANK (SERBANK) FOR PROMOTING RUSSIAN INTERESTS, BOUGHT AND SOLD FOR RUSSIAN STATE CASH”, while another asked “is this what hes spending his rubles on?”

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

21. The Committee understood that the complainant strongly objected to the tone of the article and the language employed, including the reference to “Russian riches” and “Russian roubles”. It was not in dispute that the bank in question had paid a fee for a speech given by the complainant. The question for the Committee was whether the article claimed inaccurately that he had received the sum personally from the bank, rather than the correct position (as the publication accepted) that it was received by “The Office of Gordon and Sarah Brown”, or otherwise contained inaccurate or misleading claims about the exchange.
22. The Committee noted that the article did include references – for instance, the phrase “kerching” and the allusion to “Moscow skeletons” – which could be read as implying that the complainant had received the money in a personal capacity. However, it also noted that each version of the article made clear that the complainant “wrote at the time that he ‘was not receiving any money from the engagement personally’ and that it was ‘being held by the Office of Gordon and Sarah Brown for the employment of staff to support [his] ongoing involvement in public life.’” It was therefore satisfied that, reading each version of the article as a whole, the true position was made clear: that the money paid by the bank for the complainant’s speech had not been received in a personal capacity, and was held by the office of the complainant and his wife. It further noted that, while the complainant had expressed concerns that the headline was inaccurate, the article clarified what was meant by the headline’s reference to “Gordon Brown’s Russian riches”: the money exchanged for a speech delivered by the complainant, which was received by the office bearing his name. The articles were, therefore, not inaccurate, misleading, or distorted on this point.
23. The complainant had said that the first version of the article was inaccurate as it did not refer to the fact that he had “spoken out consistently against Mr Putin’s regime over recent years”. The article was subsequently amended on this point to note that the complainant had “subsequently [spoken] out consistently against Putin’s regime over recent years”, which the complainant also considered to be

inaccurate, where it did not account for the fact that he had spoken out against the regime prior to 2012 as well. The Committee noted that publications have the right to choose which pieces of information they publish, as long as this does not lead to a breach of the Code. It also noted that the phrasing which the complainant found objectionable – that “[t]he former PM has subsequently spoken out consistently against Putin’s regime over recent years” – had been taken directly from correspondence with the complainant’s representative, in which they had stated that he had “spoken out consistently against Mr Putin’s regime over recent years”. In this case, the Committee did not consider that omitting the complainant’s opposition to the regime from the first version of the article, and omitting the complainant’s pre-2012 opposition from subsequent versions of the article, rendered it inaccurate, misleading, or distorted. It considered this to be the case where the omitted information did not materially affect the accuracy of the article, which was that the complainant had delivered a speech to a since sanctioned Russian bank in exchange for payment of a fee to his office.

24. The correct position regarding the recipient of the money had been recorded by the complainant in the register of members’ interests and noted in his previous public statements, and this was repeated in the article; the complainant’s comment was not required to establish this point. Therefore, while the Committee expressed concern over the nature of the request for comment by the freelance journalist – including its timing, the fact that the complainant was only given an hour to respond, the fact that the request did not make clear that comment was being sought for an article being published by spectator.co.uk, and the fact that the publication had published the article prior to the second approach being made – it noted that there was no stand-alone requirement for the publication to have contacted the complainant prior to publication, or to refer specifically to previous rulings or the complainant’s office’s website, except where this was necessary to fulfil a requirement to take care under Clause 1(i). The Committee had not established any inaccuracies in the article, and there was no failure to take care on this point.

25. Each version of the article referenced the complainant’s salary while he was an MP, which the complainant considered to be in breach of Clause 1 – as he believed that conflating his salary with the money paid by the bank gave the misleading impression that he had received the money in a personal capacity. The Committee reiterated that, read in their entirety, each version of the article made clear that the complainant had not received the money in a personal capacity. In addition, it noted that the accuracy of the reference to the salary itself was not in dispute. There was no breach of Clause 1 on this point.

26. The original article had stated that, “[u]nsurprisingly, the former PM did not respond to Steerpike’s request for comment”, which the complainant considered to be inaccurate in circumstances where the request for comment had not been from the publication or someone who identified themselves as Steerpike. The Committee noted that the complainant had declined to provide a comment for publication, either prior to publication or post-publication – notwithstanding its concerns about the nature of this approach. It also noted that what one considers to be “unsurprising” is necessarily subjective, and that the publication was not making any claim of fact as to why the office had not responded to its requests for comment. Therefore, it did not consider the article to be significantly inaccurate on this point, and there was no breach of Clause 1.
27. The Committee did not consider that referring to Sberbank as a “newly sanctioned bank” was inaccurate, in circumstances where the same paragraph of the article made clear that “Sberbank, which is the largest financial institution in Russia, was yesterday sanctioned by the US Treasury department, as part of its punitive actions towards 13 Russian financial institutions to 'impair' the Kremlin and Russia’s economy in the wake of its invasion of Ukraine”.
28. The Committee did not find that any version of the article included significant inaccuracies or misleading information in need of correction. Nevertheless, the Committee welcomed the steps the publication had taken to engage with the complainant’s concerns and provide additional clarity as to the nature of the payment.

Conclusions

29. The complaint was not upheld.

Remedial action required

N/A

Date complaint received: 10/03/2022

Date complaint concluded by IPSO: 12/07/2022

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 B

Decision of the Complaints Committee – 12346-21 A man v Lancashire Telegraph

Summary of Complaint

1. A man complained to the Independent Press Standards Organisation that the Lancashire Telegraph breached Clause 1 (Accuracy) and Clause 2 (Privacy) of the Editors' Code of Practice in an article headlined "Man takes declaration", published on 11 November 2021.
2. The article reported that a man had made a declaration of faith at a named mosque. It said that after taking the 'Shahadah' this man had changed his first name, which was included in the article, to "Muhammad". The article went on to explain that the Shahadah is the Muslim declaration of faith and the first Pillar of Islam. It said that the man had "uttered the words in front of witnesses" at the mosque after weekly prayers, adding that "in a recording of the moment" the man was heard being welcomed into the community by the Imam. The article included the Imam's comments at the ceremony, made reference to the area where the man was from and was accompanied by a photograph, captioned "CEREMONY: The man being hugged in the mosque", which showed the back of an individual, dressed in white, being embraced by another worshipper whilst surrounded by a number of other attendees.
3. The article also appeared online on 10 November 2021 with the headline "[Name] is now Muhammad: Man's Islamic declaration of faith at Blackburn mosque". The text of the article was substantially the same as the print version.
4. The complainant, the man featured in the article, said that the publication intruded into his private life, in breach of Clause 2 (Privacy). He said that the photograph and recording of the ceremony had been taken without his knowledge and consent while he had been making a private declaration of faith, which he said had taken place in the company of "loads" of fellow worshippers. He said that mobile phone devices were banned from the mosque, with signs at the entrance announcing this. He considered that the inclusion of his first name, the area where he lived, and the photograph, identified him to his family and friends – who were not aware of his conversion to Islam – as well as people living in the local area. This had caused him considerable distress and disrupted his private and family life
5. He said that the article was also inaccurate, in breach of Clause 1 (Accuracy); he had not changed his first name to "Muhammad".
6. The newspaper said the article was based on information provided by a source, and published in good faith. The source was a member of the mosque

and an upstanding member of the local community, who regularly provided the newspaper with community-based content. Taken in this context, it noted that an individual affirming their new faith was a cause of celebration and news to share with the wider community. It demonstrated this by sharing an example where another mosque had shared, via social media, an individual partaking in a similar ceremony.

7. While the publication accepted that the complainant had a reasonable expectation of privacy over the information included within the article, it did not accept that the complainant was identified; he was only referenced by his first name and the photograph did not show his likeness.

8. The newspaper also said that the information contained within the article had been put into the public domain prior to the article's publication; the source had recorded the ceremony and captured the published photograph, sharing this information on SoundCloud and then subsequently within a WhatsApp Broadcast to potentially 'hundreds' of their contacts. It noted that during the recording the Imam had invited the local community to witness the Shahadah and welcome the complainant: "We would keep a gathering just for [the complainant] so that everyone in our community can witness [him] taking Shahadah today [...] we are now inviting him collectively as a community. You're part of our community. You're part of our family. You've embraced the whole of Islam. You're now just like my brother." It did not accept that the mosque "banned" the use of mobile phone devices, or that there was a sign at the entrance indicating this. While it acknowledged that the mosque requested these devices remained on silent, and their use may be frowned upon by some worshippers, their use was not prohibited.

9. Further, it maintained that the article was an accurate summary of the recording, with the complainant's first name and the area where he lived both stated by the Imam. In addition, the complainant's decision to change his name to Muhammad was discussed, as heard in the recording: "Muhammad, we did propose some names isn't it? We came up with the names of the prophets [...] and then we agreed to choose and stay on Muhammad".

10. Notwithstanding this, upon receipt of the complaint, the newspaper amended the online article and removed the photograph, the complainant's first name and any reference to where he was from. It subsequently offered to delete the online article. The complainant, however, did not consider this was sufficient. As such, the matter was passed to the Complaints Committee for adjudication.

Relevant Code Provisions

Clause 1 (Accuracy)

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

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

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.

Findings of the Committee

11. Clause 2 of the Editors' Code states that everyone is entitled for respect for their private and family life, and that editors will be required to justify intrusions into any individual's private life without consent. It further states that it is unacceptable to photograph individuals without their consent where there is a reasonable expectation of privacy.

12. The photograph, which had been taken without the complainant's knowledge, showed the complainant participating in a religious ritual, inside a place of worship. The text of the article disclosed additional information about him: his first name and the area where he lived. In the view of the Committee, the partial view of the complainant shown in the photograph, alongside the information in the article, made him readily identifiable within the small local community. It therefore effectively disclosed the fact of his conversion to Islam to those who recognised him. The complainant had not publicly disclosed this information; indeed, the article's publication had caused him considerable distress

13. While an observer to the complainant's Shahadah had recorded the ceremony and captured the published photograph, subsequently sharing this information online and via WhatsApp, the newspaper had not sought or obtained consent from the complainant himself. Furthermore, the Committee did

not consider that the publication had demonstrated that the information had entered the public domain to any substantial extent; the publication had not been able to demonstrate how many people had viewed the WhatsApp message or the SoundCloud page prior to the article's publication. In the view of the Committee, there were no grounds to conclude that the WhatsApp message or the SoundCloud recording had entered the public domain to the extent that it reduced or eliminated the complainant's reasonable expectation of privacy in relation to the information.

14. The Committee acknowledged that publication's apparent intention to report on a positive community event, using information provided by an established member of the local community. It concluded however that publishing this private information, alongside a photograph of the complainant engaged in a religious ceremony inside a place of worship, constituted a significant and unjustified intrusion into the complainant's private life. The article – both in print and online – breached Clause 2 of the Editors' Code.

15. The Committee did not consider that it was inaccurate for the newspaper to have reported that the complainant had changed his name to "Mohammed", in circumstances where the Iman had referred to him as such in the recording of the ceremony. As such, there was no breach of Clause 1 of the Editors' Code.

Conclusion(s)

16. The complaint was upheld under Clause 2.

Remedial Action Required

17. Having upheld the complaint under Clause 2, the Committee consider the remedial action that should be required. Given the nature of the breach, the appropriate remedial action was the publication of an upheld adjudication.

18. The Committee considered the placement of this adjudication. The adjudication should be published in print, on or before page 13, where the original article appeared. The headline to the adjudication should make clear that IPSO has upheld the complaint, refer to the subject matter and be agreed with IPSO in advance of publication.

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

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

Following an article published on 11 November 2021 headlined "Man takes declaration", a man complained to the Independent Press Standards Organisation that the newspaper had breached Clause 2 (Privacy) of the Editors' Code of Practice.

The article reported that a man had made a declaration of faith at a named mosque. It said that the man had taken the Shahadah, the first Pillar of Islam, "in front of witnesses" at the mosque after weekly prayers, adding that "in a recording of the moment" the man was heard being welcomed into the community by the Imam. The article included the Imam's comments at the ceremony, made reference to the area where the man was from and was accompanied by a photograph, captioned "CEREMONY: The man being hugged in the mosque", which showed the back of the complainant.

The complainant said that the publication intruded into his private life, in breach of Clause 2 (Privacy). He said that the photograph and recording of the ceremony had been taken without his knowledge and consent while he had been making a private declaration of faith, which he said had taken place in the company of "loads" of fellow worshippers. He considered that the inclusion of his first name, the area where he lived, and the photograph, identified him to his family and friends – who were not aware of his conversion to Islam – as well as people living in the local area. This had caused him considerable distress and disrupted his private and family life.

The publication did not accept a breach of the Editors' Code. While the publication accepted that the complainant had a reasonable expectation of privacy over the information included within the article, it did not accept that the complainant was identified. It said that the article was based upon information provided by a member of the mosque, and published in good faith. It further said that the information contained within the article had been put into the public domain prior to the article's publication; the source had recorded the ceremony and captured the published photograph, sharing this information on SoundCloud and then subsequently within a WhatsApp Broadcast.

The photograph, which had been taken without the complainant's knowledge, showed him participating in a religious ritual, inside a place of worship. In the view of the Committee, the article had contained sufficient information to identify the complainant within a small, local community. It therefore effectively disclosed the fact of his conversion to Islam to those who recognised him. The complainant had not publicly disclosed this information; indeed, the article's publication had caused him considerable distress.

While the newspaper's source had observed the complainant's Shahadah and had subsequently shared the recording and photograph online and via WhatsApp, the newspaper had not sought or obtained consent from the complainant himself. In addition, the Committee did not consider that the publication had demonstrated that the information had entered the public domain to any substantial extent; the publication had not been able to demonstrate how many people had viewed the WhatsApp message or the SoundCloud page prior to the article's publication. In the view of the Committee, there were no grounds to conclude that the recording and photograph had entered the public domain to the extent that it reduced or eliminated the complainant's reasonable expectation of privacy in relation to the information.

While the Committee recognised the publication's apparent intention to report on a positive community event, using information provided by an established member of the local community, it concluded that publishing this private information, alongside a photograph of the complainant engaged in a religious ceremony inside a place of worship, constituted a significant and unjustified intrusion into the complainant's private life. The article – both in print and online – breached Clause 2 of the Editors' Code.

Date complaint received: 07/12/21

Date complaint concluded by IPSO: 21/06/22

Decision of the Complaints Committee – 12371-21 A man v asianimage.co.uk

Summary of Complaint

1. A man complained to the Independent Press Standards Organisation that asianimage.co.uk breached Clause 1 (Accuracy) and Clause 2 (Privacy) of the Editors' Code of Practice in an article headlined "[Name] is now Muhammad: Man takes Islamic declaration of faith at mosque", published on 10 November 2021.
2. The online article reported that a man had made a declaration of faith at a named mosque. It said that after taking the 'Shahadah' this man had changed his first name, which was included in the article, to "Muhammad". The article went on to explain that the Shahadah is the Muslim declaration of faith and the first Pillar of Islam. It said that the man had "uttered the words in front of witnesses" at the mosque after weekly prayers, adding that "in a recording of the moment" the man was heard being welcomed into the community by the Imam. The article included the Imam's comments at the ceremony, made reference to the area where the man was from and was accompanied by a photograph which showed the back of an individual, dressed in white, being embraced by another worshipper whilst surrounded by a number of other attendees.
3. The complainant, the man featured in the article, said that the publication intruded into his private life, in breach of Clause 2 (Privacy). He said that the photograph and recording of the ceremony had been taken without his knowledge and consent while he had been making a private declaration of faith, which he said had taken place in the company of "loads" of fellow worshippers. He said that mobile phone devices were banned from the mosque, with signs at the entrance announcing this. He considered that the inclusion of his first name, the area where he lived, and the photograph, identified him to his family and friends – who were not aware of his conversion to Islam – as well as people living in the local area. This had caused him considerable distress and disrupted his private and family life.

4. He said that the article was also inaccurate, in breach of Clause 1 (Accuracy); he had not changed his first name to "Muhammad".

5. The newspaper said the article was based on information provided by a source, and published in good faith. The source was a member of the mosque and an upstanding member of the local community, who regularly provided the newspaper with community-based content. Taken in this context, it noted that an individual affirming their new faith was a cause of celebration and news to share with the wider community. It demonstrated this by sharing an example where another mosque had shared, via social media, an individual partaking in a similar ceremony.

6. While the publication accepted that the complainant had a reasonable expectation of privacy over the information included within the article, it did not accept that the complainant was identified; he was only referenced by his first name and the photograph did not show his likeness.

7. The newspaper also said that the information contained within the article had been put into the public domain prior to the article's publication; the source had recorded the ceremony and captured the published photograph, sharing this information on SoundCloud and then subsequently within a WhatsApp broadcast to potentially 'hundreds' of their contacts. It noted that during the recording the Imam had invited the local community to witness the Shahadah and welcome the complainant: "We would keep a gathering just for [the complainant] so that everyone in our community can witness [him] taking Shahadah today [...] we are now inviting him collectively as a community. You're part of our community. You're part of our family. You've embraced the whole of Islam. You're now just like my brother." It did not accept that the mosque "banned" the use of mobile phone devices, or that there was a sign at the entrance indicating this. While it acknowledged that the mosque requested these devices remained on silent, and their use may be frowned upon by some worshippers, their use was not prohibited

8. Further, it maintained that the article was an accurate summary of the recording, with the complainant's first name and the area where he lived both stated by the Imam. In addition, the complainant's decision to change his name to Muhammad was discussed, as heard in the recording: "Muhammad, we did propose some names isn't it? We came up with the names of the prophets [...] and then we agreed to choose and stay on Muhammad".

9. Notwithstanding this, upon receipt of the complaint, the newspaper amended the article and removed the photograph, the complainant's first name and any reference to where he was from. It subsequently offered to delete the article. The complainant, however, did not consider this was sufficient. As such, the matter was passed to the Complaints Committee for adjudication.

Relevant Code Provisions

Clause 1 (Accuracy)

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

Findings of the Committee

10. Clause 2 of the Editors' Code states that everyone is entitled for respect for their private and family life, and that editors will be required to justify intrusions into any individual's private life without consent. It further states that it is unacceptable to photograph individuals without their consent where there is a reasonable expectation of privacy.

11. The photograph, which had been taken without the complainant's knowledge, showed the complainant participating in a religious ritual, inside a place of worship. The text of the article disclosed additional information about him: his first name and the area where he lived. In the view of the Committee, the partial view of the complainant shown in the photograph, alongside the information in the article, made him readily identifiable within the small local community. It therefore effectively disclosed the fact of his conversion to Islam to those who recognised him. The complainant had not publicly disclosed this

information; indeed, the article's publication had caused him considerable distress.

12. While an observer to the complainant's Shahadah had recorded the ceremony and captured the published photograph, subsequently sharing this information online and via WhatsApp, the newspaper had not sought or obtained consent from the complainant himself. Furthermore, the Committee did not consider that the publication had demonstrated that the information had entered the public domain to any substantial extent; the publication had not been able to demonstrate how many people had viewed the WhatsApp message or the SoundCloud page prior to the article's publication. In the view of the Committee, there were no grounds to conclude that the WhatsApp message or the SoundCloud recording had entered the public domain to the extent that it reduced or eliminated the complainant's reasonable expectation of privacy in relation to the information.

13. The Committee acknowledged that publication's apparent intention to report on a positive community event, using information provided by an established member of the local community. It concluded however that publishing this private information, alongside a photograph of the complainant engaged in a religious ceremony inside a place of worship, constituted a significant and unjustified intrusion into the complainant's private life. The article breached Clause 2 of the Editors' Code.

14. The Committee did not consider that it was inaccurate for the newspaper to have reported that the complainant had changed his name to "Mohammed", in circumstances where the Iman had referred to him as such in the recording of the ceremony. As such, there was no breach of Clause 1 of the Editors' Code.

Conclusion(s)

15. The complaint was upheld under Clause 2.

Remedial Action Required

16. Having upheld the complaint under Clause 2, the Committee consider the remedial action that should be required. Given the nature of the breach, the appropriate remedial action was the publication of an upheld adjudication.

17. The Committee considered the placement of this adjudication. The adjudication should be published on the newspaper's website, with a link to the full adjudication appearing on the top half of the homepage for 24 hours; it should then be archived in the usual way. The headline to the adjudication should make clear that IPSO has upheld the complaint, refer to the subject matter and be agreed with IPSO in advance of publication.

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

Following an article published on 10 November 2022, headlined “[A man] is now Muhammad: Man takes Islamic declaration of faith at mosque”, a man complained to the Independent Press Standards Organisation that the publication had breached Clause 2 (Privacy) of the Editors’ Code of Practice.

The article reported that a man had made a declaration of faith at a named mosque. It said that the man had taken the Shahadah, the first Pillar of Islam, “in front of witnesses” at the mosque after weekly prayers, adding that “in a recording of the moment” the man was heard being welcomed into the community by the Imam. The article included the Imam’s comments at the ceremony, made reference to the area where the man was from and was accompanied by a photograph, captioned “CEREMONY: The man being hugged in the mosque”, which showed the back of the complainant.

The complainant said that the publication intruded into his private life, in breach of Clause 2 (Privacy). He said that the photograph and recording of the ceremony had been taken without his knowledge and consent while he had been making a private declaration of faith, which he said had taken place in the company of “loads” of fellow worshippers. He considered that the inclusion of his first name, the area where he lived, and the photograph, identified him to his family and friends – who were not aware of his conversion to Islam – as well as people living in the local area. This had caused him considerable distress and disrupted his private and family life.

The publication did not accept a breach of the Editors’ Code. While the publication accepted that the complainant had a reasonable expectation of privacy over the information included within the article, it did not accept that the complainant was identified. It said that the article was based upon information provided by a member of the mosque, and published in good faith. It further said that the information contained within the article had been put into the public domain prior to the article’s publication; the source had recorded the ceremony and captured the published photograph, sharing this information on SoundCloud and then subsequently within a WhatsApp Broadcast.

The photograph, which had been taken without the complainant’s knowledge, showed him participating in a religious ritual, inside a place of worship. In the view of the Committee, the article had contained sufficient information to identify the complainant within a small, local community. It therefore effectively disclosed the fact of his conversion to Islam to those who recognised him. The complainant had not publicly disclosed this information; indeed, the article’s publication had caused him considerable distress.

While the newspaper’s source had observed the complainant’s Shahadah and had subsequently shared the recording and photograph online and via WhatsApp, the newspaper had not sought or obtained consent from the complainant himself. In addition, the Committee did not consider that the

publication had demonstrated that the information had entered the public domain to any substantial extent; the publication had not been able to demonstrate how many people had viewed the WhatsApp message or the SoundCloud page prior to the article's publication. In the view of the Committee, there were no grounds to conclude that the recording and photograph had entered the public domain to the extent that it reduced or eliminated the complainant's reasonable expectation of privacy in relation to the information.

While the Committee recognised the publication's apparent intention to report on a positive community event, using information provided by an established member of the local community, it concluded that publishing this private information, alongside a photograph of the complainant engaged in a religious ceremony inside a place of worship, constituted a significant and unjustified intrusion into the complainant's private life. The article breached Clause 2 of the Editors' Code.

Date complaint received: 07/12/21

Date complaint concluded by IPSO: 21/06/22

Appendix C

Decision of the Complaints Committee – 01665-22 Paisley v Sunday Life

Summary of Complaint

1. Denis Paisley complained to the Independent Press Standards Organisation that the Sunday Life breached Clause 1 (Accuracy), Clause 2 (Privacy), Clause 3 (Harassment) and Clause 10 (Clandestine devices and subterfuge) of the Editors' Code of Practice in an article headlined "BOOKIES GUN LOYALIST HAS STORMONT FUNDED JOB", published on 13 February 2022.

2. The article appeared on the front page and continued on pages four and five. It reported on the publication of a recent Police Ombudsman report which considered the investigations by police into a number of attacks, including one at the Sean Graham bookmakers in 1992. The article focused on the complainant who the publication believed featured heavily in the report, under a cipher, detailing his previous conviction for possessing a weapon used in the incident. Following the publication of the Ombudsman report, the newspaper approached the complainant at his home for comment and took a photograph of him; this image was cropped to show the complainant's head and bare shoulders and was published both on the front page and again alongside the article in the inside pages.

3. The text on the front page stated: "The ex-UDA man caught with a gun used in the Ormeau Road bookies massacre has refused to apologise to the victims' families". The article further stated that the complainant had "refused to apologise to the victims' families"; "When approached at his Lisburn home last week, Paisley refused to answer when our reporter asked if he would apologise to the families of the Sean Graham victims"; "Paisley also refused to answer any questions regarding his possession of the Browning or what he intended to use it for on the day that he was caught". An image caption said "SNUB: Denis Paisley refused to speak to us".

4. The article included an additional image of the complainant which showed him at his workplace. It also reported that the complainant "is referred to as the cipher 'ZZ' in the [Police Ombudsman] report" and that "There is no suggestion Paisley used the gun [in the incident]." The article stated that the complainant "was jailed for seven years for possessing the weapon, [and] was suspected by police of being en route to kill a Catholic man at a Lisburn factory." It also quoted an "insider" who said: "Denis was in his early 20s and was part of a group of young loyalists Alex Kerr wanted blooded as future killers."

5. The article also appeared online in substantially the same format under the headline "Loyalist caught with Belfast bookies massacre gun has Stormont-funded job".

6. The complainant said that the article was inaccurate in breach of Clause 1 as it stated that he refused to answer questions and apologise to the victims of the Ormeau Road atrocity. He said this was untrue as the reporter had not asked those questions and was at his door for less than a minute and would not have had the time to ask everything that was stated in the article. He stated that he had never been asked to apologise for the Ormeau Road atrocity prior to the approach from the journalist, as his conviction for possession of the weapon was nothing to do with the Ormeau Road incident.

7. The complainant also said that the article inaccurately claimed that when he was arrested, he “was suspected by police of being en route to kill a Catholic man at a Lisburn factory.” The complainant said this was a fabrication which could be verified by the police as he was never questioned about such activity. He said the Relatives for Justice (RFJ) report, which the publication appeared to have relied on, was “unofficial and steeped with non-factual information” and the claim amounted to speculation, not fact. The complainant further disputed the claim in the article that “‘Denis was in his early 20s and was part of a group of young loyalists Alex Kerr wanted blooded as future killers,’ said an insider”, as he said he did know Alex Kerr or recognise the image of him in the article.

8. The complainant also said the article breached Clause 2 as he considered the approach by the publication to be intrusive and an invasion of his privacy. He had been unaware that a photographer was present and had not consented to the photograph being taken, and he considered that the act of taking the photograph at his home was an intrusion into his privacy, particularly as he was partially clothed at the time the photograph was taken. He also considered that publishing details of his previous conviction, as well as linking him and the charity he worked for to the atrocities of the past to which he was unconnected, amounted to a breach of his privacy.

9. The complainant also complained under Clause 3, as he said the journalist had shouted questions at him and gave him no opportunity to respond; he believed the real motive for the approach was to obtain the photograph of him. He said this approach had harassed his family and caused undue hardship. He provided an account of the exchange with the journalist and said the conversation ended when he made clear he did not wish to comment, either directly or through a solicitor, and then closed the door.

10. The complainant also said that the publication had breached Clause 10, as he had not been informed of the journalist’s visit to his house or that a photographer would be taking a picture of him, without his knowledge or consent, for publication.

11. The publication denied any breach of the Editors’ Code. It said the journalist had recorded the exchange at the doorstep – which had lasted for one and a half minutes – for accuracy purposes, and the recording, a copy of which it provided to IPSO, demonstrated the journalist was polite and gave the complainant an opportunity to respond to his questions. The publication said the

journalist had given the complainant ample opportunity to apologise for his association with the incident, or to sympathise with the families of the victims, but instead he had repeated that he did not wish to say anything. The publication provided the journalist's account of the conversation:

From the date and time information attached to the recording of the doorstep conversation I can confirm it took place at Mr Paisley's home address at 8.50am on February 11. Not as Mr Paisley states 8.30am.

We spoke on his doorstep for approximately 1 minute and 26 seconds. Contrary to Mr Paisley's recollection, I did not shout the questions at him but spoke at a normal conversational level.

I introduced myself and began saying I wished to speak to him about his conviction for possession of the Browning 9mm pistol used in the Ormeau Road bookie's massacre.

He replied: "I have no interest in talking to you."

I then asked him if he had anything to say to the massacre victims' families following the publication of the Police Ombudsman's report into the killings.

He replied: "I have absolutely nothing to say to anybody, other than my solicitor if needs be."

I asked him the name of his solicitor but he told me it was "none of my business".

I then asked him again if he had anything to say about his conviction for possession of the Browning or to the victims' families.

He replied: "I certainly have nothing to say to you or to anybody else."

I then asked him what he was doing with the gun on the day he was arrested and if he was on his way to murder someone.

He replied: "See you later."

I also offered him the opportunity to take my business card and the chance to speak about the matter over the telephone but he declined.

At the end of our exchange I thanked him for his time and left.

12. The publication also denied that it had breached Clause 1 in relation to the claim that the complainant had been suspected by police of being en route to kill a Catholic person at the time of his arrest. It said it had received this information from well-placed sources who had access to documents including notes of the interview between the complainant and the police at the time of his arrest. It also

said that this was documented in the RFJ report – a report compiled from evidence gathered from a variety of sources.

13. The publication provided excerpts from the report which it said supported its position: the report suggested that the pistol used in the Sean Graham's attack was recovered from a van, "carrying two men who, it is believed, were on the way to carry out an attack. [...] The two men arrested were Denis Paisley, the driver, and his passenger Andrew Webb." And "it is clear that both Paisley and Webb were scouting the Radication Factory on Church Road, Lambeg. [...] It is generally thought that a Catholic member of the workforce at Radication were to have been targeted. It also appears that the van may have been under surveillance as it is mentioned in interview that they had slowed and observed the factory, which was several miles from where they were eventually stopped." The publication further stated that the reporter had viewed police documents which indicated that police suspected the complainant was planning to shoot a Catholic worker at the factory and that he was questioned by police about that.

14. The publication also believed the complainant was identifiable as "Person ZZ" in the Ombudsman report given the information available in the public domain following the publication of the RFJ report, and information the publication received from trusted confidential sources. It also said that the complainant had been named in connection with the Ormeau Road incident by another publication on 8 February 2022. The publication provided excerpts about "Person ZZ" from the Ombudsman report which said they had been questioned about the Ormeau Road incident at the time of their arrest.

15. In regard to the complainant's denial that Alex Kerr wanted him to be "blooded" as a UDA killer as reported in the article, the publication said that this information had been provided by its well-placed loyalist sources. It did not believe the complainant's claim that he had never heard of Mr Kerr as, it said, he was a commanding officer in the UDA, and well known to the public at large at the time.

16. In addition, the publication did not accept a breach of Clause 2. It stated that the complainant's past conviction was a matter of public record, and in light of the Ombudsman's report, it considered there was a public interest in identifying a person convicted of possessing one of the weapons involved in the Ormeau Road incident and giving them the opportunity to comment. The publication said that it did not expect the complainant to answer the door bare-chested but, in any event, said he was clearly comfortable opening the door to a stranger while partially dressed and was in full view of anyone passing by. The publication said that this approach had not intruded into his private life, nor was he engaged in a private act, and would have known that he was in public view to anyone on the street.

17. The publication said, prior to publication of the article, the editor and senior staff had discussed whether to use the photograph of the complainant and had decided to crop the image to display only his head and shoulders. It considered

that the publication of a cropped image of the complainant to illustrate that he had refused to comment about his connection to the Ormeau Road incident, to be relevant to the subject matter of the article. It did not consider that the image disclosed any private information about the complainant, but simply showed his likeness. It said doorstepping the complainant and using the photo was in keeping with the public interest.

18. The publication did not accept that there had been a breach of Clause 3 as it said the reporter had not engaged in intimidation, harassment, or persistent pursuit nor that he had shouted questions at the complainant. It provided a recording and transcript to support its position. Since the complainant had been identified in the Ombudsman's report issued a few days prior, as well as being named in the RFJ report, and in light of further information received from the publication's sources, the reporter was justified in approaching the complainant for comment.

19. The publication did not accept a breach of Clause 10, as it said while the complainant may not have noticed the photographer, he was sitting in a car directly across the street from the complainant's home in clear view and had not engaged in misrepresentation or subterfuge, and the camera was not "hidden".

20. While the publication did not accept a breach of the Code, it offered to print the complainant's denials and also to publish his comments on the Ormeau Road incident.

Relevant Code Provisions

Clause 1 (Accuracy)

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

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

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

The Public Interest (*)

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

(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

21. The article claimed that "The ex-UDA man caught with a gun used in the Ormeau Road bookies massacre [the complainant] has refused to apologise to the victims' families". The recording of the exchange between the complainant and the journalist confirmed that the journalist had asked whether the complainant had anything to say to the families of the victims, to which the complainant had said he had no comment. The journalist did not ask, expressly, whether he wished to apologise to the families and, therefore, it was inaccurate to report that the complainant had refused to apologise. The distinction between declining to provide a comment and refusing to apologise was significant given that it might be construed as indicating the complainant's attitude toward the families of the victims and the incident more generally. Misreporting the exchange between the journalist and the complainant, particularly when a recording was available, amounted to a failure to take care not to publish inaccurate information in breach of Clause 1 (i). As the inaccuracy was significant and the newspaper had not offered to publish a correction, there was a further breach of Clause 1 (ii).

22. The article also claimed that at the time of the complainant's arrest for possession of a weapon, he was suspected by police to have been on his way to kill a Catholic person, which the complainant denied. The publication said that it had relied on several sources in support of this claim, including the passages from the RFJ report, as summarised in paragraph 13 above, and police documents which it said had been obtained by the victims' families which it said

it had seen. The publication had also invited the complainant to comment on the allegation before publication of the article. The publication had, therefore, taken care not to publish inaccurate information on this point. The article reported only that this had been a suspicion held by the police, from which it was clear that the claim was not being reported as fact. As such, there was no breach of Clause 1 on this point.

23. Turning to the complainant's concerns about whether an "insider" had said: "Denis was in his early 20s and was part of a group of young loyalists Alex Kerr wanted blooded as future killers." The Editors' Code of Practice makes clear the press has the right to publish individuals' views, as long as it takes care not to publish inaccurate, misleading or distorted information, and to distinguish between comment, conjecture and fact. The claim was clearly distinguished as comment and attributed to the "insider", rather than being reported as fact. There was no breach of Clause 1 on this point.

24. The Committee then considered whether the newspaper's approach to the complainant on his doorstep and the published cropped image breached Clause 2. The Committee emphasised that the terms of Clause 2 do not prohibit journalists from approaching people unannounced at their homes. The Committee accepted that, in certain circumstances, an individual may have a reasonable expectation of privacy while standing in his/her front doorway. In this case, following the publication of the Police Ombudsman report – which the publication believed identified the complainant 19 times – the Committee accepted that it was in the public interest to capture the complainant's reaction when approached for comment, and photographing the complainant in these circumstances was justified. In addition, the photograph did not reveal anything private about the complainant; the publication had taken care to crop the image so that it showed only his head and shoulders. There was no breach of Clause 2.

25. In regard to the complainant's concerns that publishing information about his previous conviction intruded into his private life, the newspaper was entitled to publish information about the complainant's previous conviction which was in the public domain. The Committee considered the complainant's concerns that linking the Ormeau Road incident to the charity he worked for breached Clause 2, however, in this case, where the charity was not an individual and the complainant's spent conviction was not private information, there was no breach of Clause 2 on these points.

26. In regard to concerns raised under Clause 3, newspapers are generally entitled to approach people for comment at their homes. Having reviewed the recording of the exchange, it found that the journalist identified himself, asked the complainant questions in a polite manner and left once the complainant made clear he did not wish to make comments. Where the journalist had not engaged in intimidating or persistent questioning, there was no breach of Clause 3.

27. While the Committee appreciated the complainant had not seen the photographer, based upon the information provided by the publication which had not been challenged by the complainant, the Committee did not find that the camera was hidden or that the photographer had engaged in misrepresentation or subterfuge in circumstances where the photographs were taken from a car parked on the public street. For this reason, there was no breach of Clause 10.

Conclusion(s)

28. The complaint was upheld in part under Clause 1.

Remedial Action Required

29. Having upheld a breach of Clause 1 (i) and Clause 1 (ii), 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 terms and placement of which is determined by IPSO.

30. The Committee had found that the publication did not take the necessary care when reporting the complainant's response to the journalist and that the distinction between the complainant refusing to apologise to the victims' families and refusing an opportunity to give any message to the victims' families was significant. Notwithstanding this finding, it remained the case that the complainant had declined an opportunity to comment to the families, and in these circumstances, the Committee considered that the appropriate remedy was the publication of a correction to make clear the precise nature of the exchange. The inaccurate claim had appeared online and in print; the claim appeared on the front page as well as being repeated later in the article. In these circumstances, the correction must be published both on the online article and in print.

31. Where the inaccuracy was found on the front page and on pages four and five, and taking into account the nature and extent of the inaccuracy, the Committee concluded that the correction should be published on page two of the print newspaper and at the foot of the online article. If the publication intends to continue to publish the online article without further amendment, the correction on the article should be published immediately beneath the headline. The wording of the correction should be agreed with IPSO in advance and should make clear that it has been published following an upheld ruling by the Independent Press Standards Organisation.

Date complaint received: 16/02/2022

Date complaint concluded by IPSO: 05/07/2022

Appendix D

Decision of the Complaints Committee – 11860-21 Currie v dailyrecord.co.uk

Summary of Complaint

1. Louise Currie complained to the Independent Press Standards Organisation that dailyrecord.co.uk breached Clause 1 (Accuracy), Clause 2 (Privacy), and Clause 9 (Reporting of crime) of the Editors' Code of Practice in an article headlined "Scots thug dragged wife out bed and battered her after thousands vanished from his account", published on 17th November 2021.
2. The online article reported that a man had been spared jail after admitting to assaulting his wife to her injury and committing a statutory breach of the peace. The article stated that the man had attacked "his wife who kept his books, after finding thousands of pounds were missing from his account", which it described as his "business account". It said that the man "flew into a rage after realising there was only £1800 left in his business account when he had expected there to be £8000". It stated that it was heard in court that he had found out that HMRC were "chasing him for a £5,000 tax bill", and that on the day of the incident he had tried to access his online banking but was unable to, and that "[h]e asked his wife for the password, and advises that she had actually closed all the windows in the house prior to giving him it, in anticipation that there would be an argument". It went on to state that the solicitor had said that "[e]ssentially his wife was in control of the finances for the family, and also did Mr Currie's books". The article went on to describe the incident and said that he called his wife a "cheat" and launched a prolonged assault on her in the early hours of the morning after they had friends round. It also stated that it had been heard in court that a "boy was in the room while the assault was going on", including his age, and that the attack on the woman had left her with "reddening and bruising".
3. The complainant, the woman named in the article, said that the article contained a number of inaccuracies in breach of Clause 1. While she was not present at court, she said that the money referenced in the article had been in a joint savings account not a business account. She added that describing the money as having gone "missing" from her husband's business account implied that she had been spending his money without his knowledge. She also said that it was inaccurate to state that she kept her husband's books as he was employed and therefore there were no books to keep. Regarding the online banking, the complainant said that she had not changed the password, but rather that he had had a new phone and was unable to log in without verifying the device. The complainant said that the article was further inaccurate to state that HMRC were "chasing him for a £5,000 tax bill" as the £5,000 referenced was actually a tax refund rather than a bill. The complainant said that the article also inaccurately

described the events leading up to the incident: she said that they had not had friends round; instead she had been out with friends before returning home, where her partner was already intoxicated. Further, she did not close the windows prior to the argument starting. In addition, the complainant said that the article inaccurately described her as “cheat”, which was not the case.

4. The complainant also said that the article had omitted to mention some details, in breach of Clause 1, which she considered minimised the events and excused her husband’s behaviour. She was concerned that the article said only that she was “reddened and bruised”, but failed to mention that she was cut, swollen, and had sustained a broken nose. She also said that the article had stated that a child had witnessed “some” of the events but did not make clear that they had seen the whole incident. In addition, the complainant said that the article had omitted to mention: that her husband had also faced another charge but this had later been dropped; that he had physically assaulted her on another occasion; that they had not spoken for two weeks prior to the incident described in the article; and that it omitted to include all the detail and extent of the attack she faced.

5. The complainant said there had been a further breach of Clause 2, as she believed that the intrusion into her and her children’s private life had not been considered. She also considered that there had been a breach of Clause 9 as she believed the article identified both her and the child who had been present, who was not relevant to the story.

6. In addition, the complainant also expressed general concerns about the article and its headline; she considered that the headline and article sought to blame her for the events and cast her as a “villain”, contrary to guidance linked to on IPSO’s website.

7. On receipt of the complaint, the publication acknowledged the complainant’s concern that coverage of domestic abuse should not be framed in a way that implies that victims of abuse are to blame. It accepted that it had made mistakes in the handling of the story and said that lessons had been learned from this case about how to handle these issues in future. It also removed the article on receipt of the complaint as a gesture of goodwill to the complainant and apologised to her for any distress caused by the article.

8. However, it did not accept a breach of Clause 1, because it maintained that the account of the court proceedings contained within the article was accurate; it noted that the reporter had taken contemporaneous shorthand notes and provided a copy and transcript of the notes.

9. The publication said that while it did not consider it a point of significance, it was satisfied that it had been heard in court that the man’s account was used for his business, and that the notes showed it was referred to as “his” account and “his online banking”. It also said that the reporter’s notes contained a reference to an “inland revenue bill” and that “HMRC were chasing [the man] for £5,000”.

The publication also said that the quote - “[h]e asked his wife for the password and advises that she had actually closed all the windows in the house prior to giving him it, in anticipation that there would be an argument”, and the quote containing the word “cheat” were both verbatim quotes from the court proceedings, which could be seen in the reporter’s notes. The notes also contained a reference to the complainant doing her husband’s “books”. The publication went on to state that the article stated that “[t]he court heard that a ... boy was in the room while the assault was going on”, not that he had witnessed “some” of the events. The publication further highlighted that the reporter’s notes showed it had been heard in court that there had been friends round.

10. In relation to the complainant’s concerns about the omission of certain details she considered relevant, the publication expressed its regret for any offence or upset caused by the article; however, it did not accept that the omission of any of the details the complainant mentioned rendered the article inaccurate or misleading.

11. The publication said that Clause 2 and Clause 9 had not been breached; in relation to Clause 2 it said that the information included in the article was heard in open court, and the complainant was named in the assault charge and several times throughout the hearing. It further said that the children concerned were mentioned and named in court and highlighted that they were not named in the story. The publication also said that with regard to Clause 9, the complainant was genuinely relevant to the story, and that although it did not consider the article identified any children, they were also genuinely relevant.

Relevant Code Provisions

Clause 1 (Accuracy)

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

i) Relatives or friends of persons convicted or accused of crime should not generally be identified without their consent, unless they are genuinely relevant to the story.

ii) Particular regard should be paid to the potentially vulnerable position of children under the age of 18 who witness, or are victims of, crime. This should not restrict the right to report legal proceedings.

iii) Editors should generally avoid naming children under the age of 18 after arrest for a criminal offence but before they appear in a youth court unless they can show that the individual's name is already in the public domain, or that the individual (or, if they are under 16, a custodial parent or similarly responsible adult) has given their consent. This does not restrict the right to name juveniles who appear in a crown court, or whose anonymity is lifted.

Findings of the Committee

12. The Committee first recognised the distress caused by the article; the matters discussed in the article were highly sensitive and the coverage had evidently caused significant upset. It welcomed the publication's acknowledgment of the complainant's concerns of the handling of the article and its intention to learn lessons from the complaint.

13. The Committee's role was to consider the complaint as framed under the Editors' Code of Practice. It noted that the article was a report of the court proceedings, at which the complainant had not been present. The complainant disputed that the information heard in court was accurate, but the publication's obligation was to give an accurate account of the evidence and submissions which had been heard and it was not responsible for the accuracy of the information itself.

14. The Committee first considered the complaint about the accuracy of the account reported in the article about the events leading up to the incident. The publication had provided contemporaneous shorthand notes taken during the court proceedings and a transcript of the notes. The complainant had said that it was inaccurate to describe the bank account at the centre of the case as a "business account", as it was a joint savings account. The reporter's notes

recorded that the account had been described in court as “his [the husband’s] account” and “his online banking”; however, the notes did not record that the account had been described as a “business account”. Where the publication was not able to demonstrate that the account was a “business account”, this represented a failure to take care and raised a breach of Clause 1 (i). It was the Committee’s view that in circumstances where the complainant was also described as having “kept the books” and where the money was described as having gone “missing”, this implied an allegation that the complainant had mishandled money held by her husband separately in an account associated with a business purpose. In the view of the Committee, the distinction between a business account and any other account was of particular significance, given that it was being presented as part of a chain of events that had ended with the assault on the complainant. Given the serious nature of the article and the fact the claim had appeared in the sub-headline, the Committee considered that the description of the account as a “business account” was significant and required correction under the terms of Clause 1 (ii). The publication had not offered to publish any corrective action on this point, and so there was a further breach of Clause 1 (ii).

15. The journalist’s contemporaneous notes recorded that it had been heard in court that: HMRC were “chasing” the man for £5,000; that, according to the defendant’s solicitor, “[h]e asked his wife for the password, and advises that she had actually closed all the windows in the house prior to giving him it, in anticipation that there would be an argument”; that the defendant had called the complainant a “cheat”; that the complainant had done her husband’s “books”; and that a child was present during the assault. In light of the content of the notes, the Committee was satisfied that the publication had been able to demonstrate that it had taken care to accurately report what had been heard in court in relation to each of the above points; there was no breach of Clause 1 (i).

16. The complainant also said that she and the defendant had not had friends round prior to the incident and instead that she had been out with friends before returning home. The reporter’s notes recorded that it had been heard in court that “two witnesses arrived at the locus” and that “[t]hey had friends round and they were still there”. The notes indicated that the publication had taken care to report what had been heard in court on this point and there was no breach of Clause 1.

17. The Committee next turned to the complainant’s concerns that the article had omitted to mention certain details and that this had minimised the gravity of the incident and excused her husband’s behaviour. While the Committee acknowledged the complainant’s concerns, its role was to determine whether the omission of certain details had rendered the article significantly inaccurate, misleading or distorted. The complainant had said that her husband had initially faced another charge, but this charge had been dropped. In circumstances where the article was reporting on the sentencing of the defendant for the offences for which he had been convicted, there was no requirement for the

publication to include details of the previous charge; this omission did not make the article inaccurate or misleading as an account of the sentencing hearing.

18. The Committee noted that articles are, by their nature, a summary of what is heard in court; there is no obligation for publications to include every detail, and not doing so does not, in and of itself, represent a significant inaccuracy. The complainant had also said that the article did not describe the extent of the attack or her injuries. The article had described the incident as a “prolonged assault”, detailed some of the ways the complainant had been assaulted, and included some details of the complainant’s injuries. While the Committee acknowledged the importance of communicating the gravity of the incident, it did not consider that the omission of these further details made the article significantly inaccurate, where it made clear that this was a violent attack that had left the complainant injured and accurately reported on the nature of the conviction and sentence imposed. There was no breach of Clause 1 on this point.

19. The complainant further said that the article omitted to mention her claim that her husband had assaulted her previously, and that she and her husband had not spoken for two weeks prior to the incident described in the article. While the Committee recognised that these points were of significance to the complainant, it did not consider that they were significant in the context of the overall article in circumstances where the article was a report of a court case about the specific offence for which the defendant was convicted. In addition, the Committee noted that it could not be established whether this information had been heard in court. There was no breach of Clause 1 on these points.

20. While the Committee understood that it was distressing for the complainant to read the article and it acknowledged its impact, the information included in the article had been made public in court. The publication was entitled to report on the information heard during court proceedings, as it had been placed in the public domain. There was no breach of Clause 2.

21. Clause 9 prevents the identification of relatives or friends of persons convicted or accused of crime in circumstances where they are not genuinely relevant to the story. The complainant and the child were both referenced in the court proceedings, as demonstrated by the reporter’s notes; in these circumstances, the Committee considered they were both genuinely relevant to the story. There was no breach of Clause 9.

Conclusions

22. The complaint was partially upheld under Clause 1.

Remedial Action Required

23. Having upheld a breach of Clause 1, 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 terms and placement of which is determined by IPSO.

24. The Committee found that the publication was unable to demonstrate that it had taken care over aspects of the article, as required by Clause 1(i). The article had given the misleading impression that the complainant had played a part in the disappearance of her husband's money, and this was significant given that the article reported on court proceedings. The Committee noted the importance of accurately reporting on court proceedings, particularly when the proceedings in question related to a serious incident, such as domestic violence. The Committee considered that the appropriate remedy was the publication of a correction to put the correct position on record. A correction was considered to be sufficient given that the misleading information, while significant to warrant correction under the terms of Clause 1(ii) did not render the substance of the article inaccurate or misleading; the article accurately reported what offence for which the man was convicted, and the sentence he had received.

25. The Committee then considered the placement of the correction. As the article had been taken down, a standalone correction should be published on the homepage for 24 hours before being archived in the usual way. It should state that it has been published following an upheld ruling by the Independent Press Standards Organisation. The full wording and position should be agreed with IPSO in advance and the wording of the correction should include information to correct the misleading information: that contrary to the article, it had not been heard in court that the money the complainant's husband believed was missing had been in his "business account".

Date complaint received: 18/11/2021

Date complaint concluded by IPSO: 20/07/2022

Appendix E

Paper No.	File Number	Name v Publication
2383	10663-21	Straughan v blackpoolgazette.co.uk
2455	12783-21	Kay v express.co.uk
2456	12405-21	Horner v express.co.uk
2465	00550-22	Allsopp v dailyrecord.co.uk
2471	14345-21	Grubb v mirror.co.uk
2473	00546-22	Costley-White v Mail Online