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**MINUTES of the COMPLAINTS COMMITTEE MEETING**  
**Tuesday 10<sup>th</sup> October at 10.30am**  
**Gate House**

**Present**

Lord Edward Faulks  
Nazir Afzal  
Andy Brennan  
David Hutton  
Alastair Machray  
Helyn Mensah  
Asmita Naik  
Mark Payton  
Andrew Pettie  
Allan Rennie  
Miranda Winram  
Ted Young

**In attendance:**

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

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

Sarah Colbey  
John Davidson *(remotely)*  
Rosemary Douce  
Tom Glover *(remotely)*  
Sebastian Harwood *(remotely)*  
Natalie Johnson *(remotely)*  
Rebecca Munro *(remotely)*  
Marcus Pike  
Elena Richards Coldicutt  
Molly Richards  
Hira Shah *(remotely)*

**Observers:**

Jonathan Grun, Editors Code of Practice  
Bulbul Basu, IPSO new Complaint Committee member  
Manuela Grayson, IPSO new Complaint Committee member

1. Apologies for Absence and Welcomes

There were no apologies received.

2. Declarations of Interest

There were declarations received from Alastair Machray for item 7, he left the meeting for this item.

3. Minutes of the Previous Meeting

The Committee approved the minutes of the meeting held on 5 September 2023, subject to a minor change in respect of the date of the next meeting having been recorded incorrectly.

4. Matters arising

There were no matters arising.

5. Update by the Chair – oral

The Chairman welcomed everyone to the meeting. Observers for the meeting were Jonathan Grun a regular observer, and IPSO's two new Complaint Committee members, Bulbul Basu and Manuela Grayson.

There were goodbyes and thanks to Andrew Pettie, Miranda Winram and Nazir Afzal, who have all brought different angles and experiences to the Committee, all three will be sorely missed and their contributions have been valued.

The Chairman also welcomed Elena Richards Coldicutt, IPSO's new Engagement Officer.

The Chairman update the Committee on the Digital Markets bill that is currently going through parliament before it is taken to the House of Lords.

6. Update by the Head of Complaints – oral

Emily Houlston-Jones, Head of Complaints, updated the members of the Complaints Committee regarding the internal training sessions held for all staff. These session are held every other Tuesday, she informed the members that they are welcome to come along and join these training sessions anytime they would like to.

Complaints in the pipeline, are ones from a Trans prisoner and an MP.

7. Complaint 18468-23 Natalie, Alice and Brian McGarry v The Scottish Sun

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

8. Complaint 16741-23 Cunningham v dailyrecord.co.uk

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

9. Complaint 16958-23/16959-23 A man v express.co.uk

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

10. Complaint 14278-23/14281-23/14284-23/14285-23/14289-23/14297-23 Booley v express.co.uk/derbytelegraph.co.uk (Derbyshire Live)/mylondon.news/nottinghampost.co (Nottinghamshire live)/dailystar.co.uk/walesonline.co.uk

The Committee discussed the complaint and ruled that the complaint should not be upheld. **A copy of the rulings appear in Appendix D.**

11. Complaint 14282-23 Booley v Sunday Mirror

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

12. Complaints not adjudicated at a Complaints Committee meeting

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

13. Any other business

No matters arising.

14. Date of next meeting

**The date of the next meeting was subsequently confirmed as Tuesday 28<sup>th</sup> November 2023.**

## APPENDIX A

### Decision of the Complaints Committee 18468-23 McGarry v The Scottish Sun

#### Summary of Complaint

1. Natalie McGarry, acting on behalf of herself and on behalf of her parents Brian and Alice McGarry, complained to the Independent Press Standards Organisation that The Scottish Sun breached Clause 1 (Accuracy), Clause 2 (Privacy) and Clause 3 (Harassment) of the Editors' Code of Practice in the preparation and publication of an article headlined "Nat's nicking about again", published on 18 May 2023.

2. The article – which appeared on page seven – reported on the complainant's release from prison "after serving just over half of her reduced sentence" and described the conditions of her release. It said that she was "spotted getting into a [...] car outside her parents' house in Inverkeithing, Fife, where she is living as she serves out her punishment under a home curfew" and described the model and colour of the car. The article included a large image of the complainant, who was shown getting into the car. The photograph was accompanied by a caption, which stated: "McGarry gets into a car outside her parents' home last weekend". The article also included a smaller photograph of the complainant on the phone, and an image of the prison where the complainant had served part of her custodial sentence.

3. The article also appeared online, in substantially the same format, under the headline "NICKING ABOUT Fraudster ex-SNP MP Natalie McGarry freed from jail after serving just over HALF her reduced sentence". The online version included the same images as the print version, and also included an image of the complainant on the phone, overlaid on a photograph of the same prison shown in the print article.

4. The complainant said that the conduct of two reporters who worked for the publication breached Clause 3. First, she explained why she had concluded that the photographer who had engaged in behaviour, which she considered to be harassing, worked for the publication. She said that five days prior to the article's publication, at approximately 12pm, she noticed a photographer parked in a car opposite her parents' house. As she left the house, she said the photographer exited his car and took a picture of her. She said that this appeared to be the photograph which was published in the article under complaint.

5. The complainant then set out the alleged conduct which she considered breached the terms of Clause 3. She said that, on the same day that she was photographed as described above, she travelled, via car with her husband and child, to a property owned by other family members. She said that, on this journey, they were followed by the photographer who pursued them in his car.

6. The complainant then said that, as they were suspicious that the photographer was following them, they took what the complainant described as “an illogical route” to the motorway, which differed from the route recommended by Google; she provided a copy of the recommended route. She said the car was still behind them and visible while she was taking this route, which she said confirmed the car was following them. She also said that the route taken should have made it clear to the photographer that she and her family did not want to be pursued.

7. The complainant gave further detail about the car journey in question, and said that once she had joined the motorway, she became aware of another car, which the complainant believed had also been waiting outside her parents’ house. During IPSO’s investigation, however, she said she became aware the second car was following them as they made their diversionary route through the small village.

8. The complainant said that, during the motorway journey, the two cars swapped positions with each other to “sandwich” her car. She also said that the cars had left and re-joined the motorway at junctions to reappear in front and behind her car, and that this continued for nearly 40 miles. The complainant also said that when she had left and re-joined the motorway both cars had followed.

9. To further support her position, the complainant provided screenshots of contemporaneous Facebook messenger conversations with her mother during the alleged pursuit, as well as a call log which showed she had called her mother a number of times. In these messages, the complainant had referenced where she was on the motorway, where the cars were in relation to her car and the cars’ number plates. The complainant said the fact that she was able to decipher the number plates also showed how close the cars were in proximity to hers. The complainant said the behaviour of the reporter and photographer was intimidating, reckless, endangering and had put her family at risk driving at speed on a motorway. She said that this was exacerbated by the fact that her young child was in the car – which she believed the photographer must have been aware of, as they would have seen the child entering the vehicle.

10. Once the complainant arrived at her destination, she said the photographer and reporter arrived at this location around ten to fifteen minutes later and remained there for the rest of the afternoon. She also said that a member of her family had seen the two reporters talking together in the same vehicle, and therefore deduced that they were working together. The complainant and her mother contacted the police regarding the incident.

11. The complainant said that over the next two days, there were up to three cars parked outside her family’s property between 7am and the early evening. She believed that up to ten vehicles in total were used to “intimidate and stalk” her over this three-day period.

12. The complainant also said that photographers outside her parents' house had taken photographs of her and her parents, who entered and left the property, including while they were in the private residential garden. While the complainant did not allege that these images had been published, she said that, regardless of whether the publication had published the images, this amounted to intimidating and harassing behaviour towards her parents. She said that the prolonged period in which the reporters were outside her parents' house resulted in her and her family feeling trapped in the property, due to fear of being photographed. She considered that this journalist presence outside the property constituted a breach of Clause 3.

13. The complainant did not approach the photographers to ask them to leave, and said she did not do so as she believed they would have photographed her in doing so. She also said that, at the time she didn't know who they worked for, so was unable to contact their employer.

14. The complainant's parents also alleged that they were pursued by a car, which they had seen on their street and didn't recognise. They said the car followed them through the back streets to a nearby town.

15. The complainant said that there were also vehicles parked near a second property owned by family members over the same period of time – though she was not acting on behalf of the family members in question. She said it was unacceptable that her parents and extended family had to endure the presence of photographers and reporters for three days, and that this was harassment.

16. The complainant also believed the article had breached Clause 2, as it included a photograph of her in a private residential garden. She said that this photograph was taken while she was engaging in the private act of leaving her parents' home and entering her car, and that she had remained on private property throughout. She said she could not be seen clearly by any member of the public, as there were six-foot-high hedges obscuring the location and the area was only partially viewable from the nearby public road. The complainant said, to obtain the photo, the photographer had parked directly opposite the driveway; she also speculated that he had used a long-range lens in a "secretive way" from behind his car door. The complainant said she had not been an MP for six years and that the publication would have numerous stock photos of her; there was, therefore, no need to photograph her in this manner. She speculated that they wanted a photo of her outside spending private time with her family, and that attempts to obtain such a photograph was an invasion of her privacy and right to a family life.

17. The complainant also believed publishing details of her husband's car – specifically, the colour and make of the car – and location of her parents' home intruded into her privacy. She said there was no public interest in publishing these details and that they were published to intimidate her family and make the car and

property identifiable and locatable to members of the public. She said her child had a right to live their life unencumbered by worry and danger from the press.

18. The complainant further said the article had breached Clause 1, as the online version had “photoshopped” a photograph of her on to an image of the prison where she spent part of her sentence. She said the article had not stated that it was not an actual photograph showing her outside the prison.

19. On 8 June, thirteen days after it had been made aware, via IPSO, of the complaint, the publication apologised directly to the complainant. It accepted that “a line had been crossed” and that it had acted inappropriately, though it did not accept all the complainant’s account of events. The publication also offered a private letter of apology to the complainant and to donate a sum of money to charity, should this resolve the complaint.

20. Nineteen days later, the publication offered to publish the following wording in print on page two, as well as in its online Corrections & Clarifications column should she accept its offer:

- *18th May 2023 we published an article in print with the headline ‘Nat’s nicking about again’ and online with the headline ‘Fraudster ex-SNP MP Natalie McGarry freed from jail after serving just over half her reduced sentence’. The article included a photograph taken of Ms McGarry on 13th May 2023. We apologise to Ms McGarry for the alarm caused when we obtained that photograph and regret the impression given. As a gesture of goodwill, we have made a payment to Ms McGarry to donate to a charity of her choice.”*

The publication also confirmed it had been investigating the incident internally and committed to training staff to avoid a similar situation occurring. The complainant did not accept this as a resolution to her complaint.

21. Notwithstanding its efforts to resolve the complaint, the publication said that it did not accept the article or journalist’s conduct constituted a breach of the Code. To support its position, the publication gave its account of the events described by the complainant. It explained that it had identified two possible addresses for the complainant, and had arranged for photographers to attend both addresses and for an additional reporter to attend one of the addresses.

22. The publication then said that the reporter and a photographer arrived at the complainant’s parents’ address at around 9am in separate cars. It said the reporter was initially parked in the public car park across the road from the house, and later moved his car 100 meters down the road from the house. The photographer was in a separate car, parked in the public car park across the road from the house; both remained in their cars until approximately 1pm when the complainant left the property.

23. The publication said the reporter saw the complainant's car leave and drove in the same direction. He continued driving behind the complainant's car for a few minutes, and the publication said there was a "significant distance" between the cars and at times there were other cars between them, so the reporter's view of the car was obscured. The reporter lost sight of the complainant's car at a large roundabout, and continued on to a motorway to drive to the second address it had for the complainant. The publication said the reporter was not following the complainant's car, and he did not see the car again until he was driving on the motorway and overtook a car which he realised was the complainant's. After this, the publication said the reporter drove ahead of the complainant's car and lost sight of it after a few minutes and did not see the car again. He did not know where the complainant was travelling to and used his sat nav to drive to the second address, in case the complainant was travelling there. The publication also said that the reporter was unaware there was a child in the car.

24. The publication then turned to the second car, driven by the photographer who left the first address around ten minutes after the complainant and the reporter. He was aware that the other photographer, who had been stationed at the second address, had left, and therefore decided to go to the second address to ensure there would be a photographer present there, as he wished to obtain a better image of the complainant. The publication said he did not follow the complainant's car, and happened upon the complainant by chance: when he got to the motorway, he saw a car around 100 meters ahead which looked like the complainant's. The car was coming off the motorway, and so he left the motorway at the same exit so he could see if it was the complainant's car. When he got closer, he confirmed it was, and then was stopped by a red light at a roundabout. The complainant's car continued off the roundabout and he waited at the lights. Once the lights turned green, he rejoined the motorway and did not see the complainant's car again. The publication confirmed that the photographer had seen the child enter the car, and therefore knew a child was in the complainant's car.

25. The publication did not consider this behaviour constituted intimidation, harassment, or persistent pursuit. It said the photographer was not in pursuit of the complainant when he saw her car on the motorway; rather, it was a chance sighting, and he did not pursue the complainant after he lost sight of her car at the red light. The publication also said the reporter had also not been following the complainant's car, and had seen her car by chance while overtaking her on the motorway. The publication said that neither the photographer or the reporter knew where the complainant was travelling to, and were both simply travelling to the second address which they believed the complainant might be staying at. Therefore, they were not aware that the complainant had taken an unusual route, as they had not seen this occur.

26. The publication then said that the reporter was first to arrive at the second address, and parked about 200 meters down the road from the house on the public road. The first photographer then arrived about ten minutes later, parked



down the street, and could not see the house from where he was parked. The second photographer arrived about ten minutes after that, and parked close to the first photographer – he could also not see the house from where he was parked. It said that the reporter stayed in the vicinity of the property for approximately 20 minutes, while the photographers were present for less than an hour in total.

27. The publication said that, the day after the alleged pursuit, there was a reporter and photographer outside the first address, parked in a public car park across the road, for approximately eight hours. It said there was also a photographer and reporter outside the second address; they were parked on the public road across from the house. The publication said neither photographer took any photographs during this time.

28. It also said that, on the following day, a reporter and photographer attended the second address for approximately four hours, leaving after midday, and again did not take any pictures. It said there was also a reporter and photographer outside the second address during the same time period, parked on the public road across from the house. It said that neither photographer took any photographs.

29. The publication said this behaviour did not constitute intimidation, harassment, or persistent pursuit, and that none of the reporters or photographers had left their cars or approached anyone while outside the properties. It also said that at no point had the complainant or anyone else requested the photographers leave or that they desist from taking photographs. The publication also disputed the complainant's allegation that there had been a third location that the reporters attended.

30. While the publication did not accept a breach of Clause 3, it argued that there was a public interest which justified its attempts to photograph the complainant, and the publication of the photograph. It said this was because the complainant had been released from prison after serving half her sentence – a contentious public issue. It noted she had been convicted for embezzling almost £25,000 from pro-independence groups while serving as an SNP MP, and that the trial had been high-profile – with the complainant initially pleading guilty and attempting to withdraw her plea. This was then followed by a successful appeal and a further six-week trial – all of which, the publication argued, incurred a huge public cost. Therefore, it said, there was a public interest in reporting that the complainant had been released early from prison and in obtaining a photograph of her following her release. It said this had been considered in advance of the attempts to photograph her; the public interest was discussed in person by the news editor and his deputy, who agreed that the public interest justified any potential intrusion.

31. The publication also did not accept a breach of Clause 2. It said the published photograph was taken from a public car park across the road from the house, and the photographer had a clear view of the complainant when she was outside the house. It further said that the image did not reveal the house's address; that the

complainant was not engaged in a private act when the photograph was taken; and that she could be clearly seen by any member of the public. While it did not believe these actions constituted a breach of the Code, it argued that there was public interest in photographing and publishing this image for the reasons explained previously.

32. The publication also did not consider the journalists' presence outside the complainant's parent's home intruded into either the complainant's or her parents' reasonable expectation of privacy. It said the reporter and the photographer were respectively parked down the road and in the public car park and did not leave their cars, and no one acting on behalf of the publication approached the complainant. It also disputed that any photographs had been taken of the complainant's parents, or that they had been followed; it said the photographers were there to try to photograph the complainant, not her parents – as they were not relevant to the story.

33. Turning to the information in the article which the complainant alleged intruded into her private and family life, the publication said the article did not reveal any identifying details about the complainant's husband's car or her parent's house's location. The article simply stated the colour and model of the car, and was not distinguished as the complainant's husband's car. It said her parents' address was described only as "Inverkeithing, Fife". This narrowed the location to a town which has a population of 5000 and therefore would not reveal the specific location of the house.

34. In regard to Clause 1, the publication said the image was not significantly inaccurate, misleading or distorted and had not been photoshopped; rather, it said it had been used as an inset in the normal way.

35. The complainant said that it was unclear why the photographer needed to confirm it was her car leaving the motorway if he was not planning on pursuing them. She also said that the fact that one of the cars had caught up to her within ten minutes suggested it would have been a high-speed pursuit. The complainant then said that the photographer would have seen them rejoin the motorway and he continued to follow them after this.

36. The complainant further speculated that, if the photographer and reporter had not been following her car and were instead using a sat nav they should have arrived at the second address significantly before she had.

37. The complainant said although the publication did not accept the reporter and photographer had followed her for the entire journey, it had accepted that she was followed for a significant part of the distance between her parents' home and her parents-in-law via the local communities they took detours through.

38. The complainant said that the photograph which eventually appeared in the publication was the one taken on 13 May. She said if this photograph was

considered sufficiently suitable to appear, and to satisfy the public interest defence adopted by the publication, it was not necessary or appropriate to inflict a further two days of “stalking and harassment” by the reporter and photographer outside her parents’ and other family members’ homes.

#### Relevant Clause Provisions

##### 1 (Accuracy)

- The Press must take care not to publish inaccurate, misleading or distorted information or images, including headlines not supported by the text.
- 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.
- A fair opportunity to reply to significant inaccuracies should be given, when reasonably called for.
- The Press, while free to editorialise and campaign, must distinguish clearly between comment, conjecture and fact.

##### 2 (Privacy)\*

- Everyone is entitled to respect for their private and family life, home, physical and mental health, and correspondence, including digital communications.
- 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.
- It is unacceptable to photograph individuals, without their consent, in public or private places where there is a reasonable expectation of privacy.

##### 3 (Harassment)\*

- Journalists must not engage in intimidation, harassment or persistent pursuit.
- 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.
- Editors must ensure these principles are observed by those working for them and take care not to use non-compliant material from other sources.

### Public Interest

- 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.
  1. There is a public interest in freedom of expression itself.
  2. The regulator will consider the extent to which material is already in the public domain or will become so.
  3. 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.
  4. An exceptional public interest would need to be demonstrated to over-ride the normally paramount interests of children under 16.

### Findings of the Committee

39. The Committee welcomed the publication's initial acceptance that the reporter had acted inappropriately; the apology during its direct correspondence with the complainant; and the offer of a public apology. However, it expressed regret that this offer did not reflect any acceptance of inappropriate behaviour or a breach of the Code.

40. The Committee first considered the complaint under Clause 3, specifically, the complaint that the complainant and her family had been pursued by a reporter and photographer on a journey to Glasgow in a manner which was intimidating and harassing. The Committee noted that the publication had accepted that the reporter and photographer had followed the complainant at various points in this journey. It also had regard for the contemporaneous messages the complainant had sent her mother, which indicated where the cars were in relation to the complainant at various points in the journey and which supported her position that the reporter and photographer were close to her vehicle – as she had been able to decipher their number plates. The Committee therefore accepted that there had been a pursuit by car that had lasted several miles.

41. The Committee did not accept the publication's position that both sightings on the motorway had been "chance sightings", particularly where it appeared the complainant had been monitored by several journalists who remained outside the property she was staying in for up to three days. It further noted that, by the account of one of the photographers, they had followed the complainant's car to confirm that it was indeed her vehicle – exiting the motorway to confirm that this was the case – and only stopped following her when traffic lights prevented them from continuing. The Committee also noted that the pursuit had taken place on a journey to and on a motorway, while the complainant's child was in the car – a fact which at least one photographer was aware of. It considered that the nature of this pursuit would have been extremely intimidating and harassing for the complainant and her family – and, absent a demonstration that the public interest was proportionate to the intrusion, and that this had been considered prior to the pursuit, this would breach the terms of Clause 3.

42. The publication had argued that any potential breach of Clause 3 was justified in the public interest. For the Committee to find that a breach of the Code was justified in a public interest, it must be satisfied that the publication has demonstrated that it reasonably believed journalistic activity would both serve, and be proportionate to, the public interest and explain how the decision was reached at the time the journalistic activity was undertaken.

43. The publication said a discussion had been held in-person between the news editor and his deputy. However, as the discussion was a verbal one, it was unable to provide any documentation or evidence to show what had been discussed, precisely when the discussion occurred, and whether the proportionality of any action was discussed. The Committee did not consider the publication had sufficiently demonstrated that the publication had considered how the pursuit of the complainant would serve the public interest in a proportionate way prior to the pursuit of the complainant. The Committee particularly considered this to be the case where: a child had been present in the car, and there must be an exceptional public interest to override the normally paramount interests of a child; the pursuit had occurred on a high-speed road across many miles; and an image had been obtained of the complainant before this journey.

44. Taking all of the above factors into consideration, the Committee found that journalists acting on behalf of the publication had pursued the complainant via car in a manner which was persistent, intimidating, and harassing. This was a breach of Clause 3.

45. The Committee next considered the presence of journalists outside the two properties, and whether this breached Clause 3. The Committee recognised that the complainant and her family felt this behaviour was intimidating; however, the Committee noted that the journalists remained at all times in public locations – such as a car park – and they had made no approaches to the complainant or her family. The Committee also noted that the complainant had not asked the

journalists to leave, and no one had made such a request on her behalf. For these reasons, there was no breach of Clause 3 on this point.

46. The complainant's parents also believed a journalist had followed them in a car. The Committee acknowledged that the publication had confirmed the presence of the journalists outside the parents' house; another home belonging to the complainant's extended family; and during the journey to the second address. However, the publication had disputed that a journalist had followed the complainant's parents. The Committee further noted that the complainant's parents had not given a basis for their belief that the car which had followed them was being driven by a journalist acting on behalf of the publication: no photographs had been subsequently published as a result, and the complainant had not said that this car was one of the cars which they had subsequently learnt belonged to a journalist acting on behalf of the publication. In such circumstances, there was not sufficient information put before the Committee to link the car to the publication, and it did not identify a breach of Clause 3 on this point.

47. Turning to the complainant's concerns about the journalists' presence outside the house of her extended family, the Committee noted that the complainant was not acting on their behalf as an authorised representative, and therefore, it was not able to consider this aspect of the complaint further.

48. The complainant also believed the article had breached Clause 2, as it included a photograph of her in a private residential garden. The Committee noted that both parties accepted that the photograph of the complainant had been taken from a public road, and that the location where the complainant was at the time of the photograph being taken was visible to people using the public walkway. It also noted that the complainant was not pictured doing anything private; the picture simply showed her walking toward a car. There was no breach of Clause 2.

49. The complainant believed that reporting the make and colour of her husband's car and the town where her parent's property was located breached Clause 2. The Committee noted that the type of car the complainant's husband drove was not private information about the complainant, as the model and colour of a car is not inherently private, and this information was not particular to the complainant; many individuals own such cars. Therefore, she did not have a reasonable expectation of privacy over this information. Similarly, the article simply stated that the complainant's parents lived in Inverkeithing. In this instance, the Committee did not consider naming the town the complainant's parents lived in intruded into the complainant's or her parents' private and family lives, and for this reason, there was no breach of Clause 2.

50. The Committee considered the complainant's concerns raised under Clause 1 that an image of her had been "photoshopped" in front of a prison in the online version of the article. The Committee noted that the article contained two additional images which showed the complainant on the phone as well as a

separate photograph showing the prison – which would suggest the image of the complainant in front of the prison was an inset image. It further noted that the complainant had attended the prison she was pictured in front of - and therefore - while this image may not have depicted a specific moment in time, it did not consider it was significantly misleading or inaccurate. For this reason, there was no breach of Clause 1.

### Conclusions

51. The complaint was upheld under Clause 3.

### Remedial action required

52. Having upheld the complaint, the Committee considered what remedial action should be required. In circumstances where the Committee establishes a breach of the Editors' Code, it can require the publication of a correction and/or an adjudication; the nature, extent and placement of which is determined by IPSO.

53. The behaviour employed by the photographer and reporter had been intimidating and harassing; the complainant was followed for a period of time, via car, while travelling with a young child. This was a serious and egregious breach of the Code.

54. In circumstances where the newspaper had breached Clause 3, the appropriate remedy was the publication of an adjudication. The Committee also noted that the publication had told the complainant it would train its staff to prevent similar incidents in the future. In light of the seriousness of the breach, the Committee requested the publication follow-up with IPSO, in writing, once it had delivered this training, summarising the training and affirming its commitment to high editorial standards.

55. In considering the question of prominence, the Committee had regard to its Regulations, the Editors Code and to IPSO's guidance on prominence. It took into account the seriousness of the breach, and the public interest in remedying the breach. It noted that this was a serious breach, given the pursuit of the complainant while she was with her child, and that there was a public interest in making clear to the public that such journalistic activity is unacceptable and considered an egregious breach of the Code.

56. It also considered the actions taken by the newspaper to remedy the breach, following the publication of the article. It noted that the publication had apologised to the complainant, offered a private letter of apology from the editor, offered a donation to charity and a public apology. However, the publication had not accepted the journalistic activity had breached the Code.

57. Front page and front cover corrections are generally reserved for more serious cases, wherever the breach appears in the publication. Due prominence is not the same as equal prominence. The Committee considered carefully the full range of

sanctions open to it, including whether the adjudication itself should be published on the front page. The article had appeared online and in print on page seven. Taking into account the location of the original article, in conjunction with the factors listed above, the Committee required that the adjudication should be published on page seven or further forward in the newspaper. The adjudication should also be flagged on the front page of the newspaper, in a size and location to be agreed with IPSO in advance. This would direct readers to the full adjudication, while not taking up disproportionate space on the front page, which the Committee acknowledged is valuable editorially.

58. The adjudication should also be published online; a link to the adjudication should be published on the top 50% of the publication's homepage for 24 hours. It should then be archived in the usual way. If the newspaper intends to continue to publish the online article, a link to the adjudication should also be published on the article, beneath the headline.

59. The headline of both versions of the adjudication must make clear that IPSO has upheld the complaint against The Scottish Sun and must refer to its subject matter; they must both be agreed with IPSO in advance. The flag on the front page of the print edition should also refer to IPSO having upheld a complaint against The Scottish Sun and be agreed with IPSO in advance.

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

Natalie McGarry complained to the Independent Press Standards Organisation that The Scottish Sun breached Clause 3 (Harassment) of the Editors' Code of Practice on 18 May 2023.

The complaint was upheld, and IPSO required The Scottish Sun to publish this adjudication to remedy the breach of the Code.

The complainant said that the conduct of two reporters who worked for the publication breached Clause 3. She said that on 13 May 2023 she travelled, via car with her husband and child, to a property owned by other family members. She said that, on this journey, they were followed by a photographer, who pursued them in his car.

The complainant said that once she had joined the motorway, she became aware of another car. The complainant said that, during the motorway journey, the two cars swapped positions with each other to "sandwich" her car. She also said that the cars had left and re-joined the motorway at junctions to reappear in front and behind her car, and that this continued for nearly 40 miles.

The complainant said the behaviour of the reporter and photographer was intimidating, reckless, endangering and had put her family at risk driving at speed on a motorway. She said that this was exacerbated by the fact that her



young child was in the car – which she believed the photographer must have been aware of, as they would have seen the child entering the vehicle.

The publication did not accept that the reporter and the photographer behaved in the manner alleged by the complainant. It did not accept that their behaviour constituted intimidation, harassment, or persistent pursuit. The publication said the reporter saw the complainant's car leave and drove in the same direction. He continued driving behind the complainant's car for a few minutes, and the publication said there was a "significant distance" between the cars and at times there were other cars between them, so the reporter's view of the car was obscured. The publication said the reporter was not following the complainant's car, and he did not see the car again until he was driving on the motorway and overtook a car which he realised was the complainant's.

It said the photographer was not in pursuit of the complainant when he saw her car on the motorway; rather, it was a chance sighting, and he did not pursue the complainant after he lost sight of her car at the red light. The publication confirmed that the photographer had seen the child enter the car, and therefore knew a child was in the complainant's car.

IPSO noted that the publication had accepted that the reporter and photographer had followed the complainant at various points in this journey, and accepted that this pursuit had lasted several miles.

IPSO did not accept the publication's position that both sightings on the motorway had been "chance sightings". It further noted that, by the account of one of the photographers, they had followed the complainant's car to confirm that it was indeed her vehicle – exiting the motorway to confirm that this was the case – and only stopped following her when traffic lights prevented them from continuing. IPSO also noted that the pursuit had taken place on a journey to and on a motorway, while the complainant's child was in the car – a fact which at least one photographer was aware of. It considered that the nature of this pursuit would have been extremely intimidating and harassing for the complainant and her family.

Taking all of the above factors into consideration, IPSO found that journalists acting on behalf of the publication had pursued the complainant via car in a manner which was persistent, intimidating, and harassing. This was a breach of Clause 3.

Date complaint received: 18/05/2023

Date decision issued: 24/10/2023

## APPENDIX B

### Decision of the Complaints Committee – 16741-23 Cunningham v dailyrecord.co.uk

#### Summary of Complaint

1. Fiona Cunningham complained to the Independent Press Standards Organisation that dailyrecord.co.uk breached Clause 1 (Accuracy), Clause 2 (Privacy), Clause 4 (Intrusion into grief of shock), Clause 5 (Reporting suicide), and Clause 11 (Victims of sexual assault) of the Editors' Code of Practice in an article headlined "Scots drug dealer raped unconscious woman after he injected her with heroin", published on 16 February 2023.
2. The article – which appeared online only – reported on a criminal court case against a named individual who had been found guilty at the High Court in Dundee of raping the complainant's daughter. The complainant's daughter was named in the article. It said that a "drug dealer was found guilty of raping an unconscious woman he injected with heroin after his victim gave evidence from beyond the grave." It went on to report that: "The court was told that [the named woman] had reported being raped by [the defendant] in August 2020 and had died from an overdose the following year." The article included an image of the complainant's daughter and quoted parts of her witness statement, which had been read out in court following her death. The statement reportedly said: "We started smoking kit. I don't know how much I had smoked. I just remember being away with it. We were both chasing the dragon."
3. The complainant said that the article had breached Clause 11 as it identified her daughter as a victim of rape.
4. The complainant also said the article breached Clause 4. She said her daughter had died by suicide prior to the court case and article's publication, and publishing her name and details of her rape had intruded greatly into the family's grief. During IPSO's investigation, the complainant shared her own victim impact statement which she said would be read out during the man's sentencing - she said this statement demonstrated how upsetting her death had been for everyone who loved her daughter. The complainant further added that her daughter had a child who would be able to find the article one day and learn the circumstances of her mother's death.
5. The complainant also said the photograph included in the article had been taken from her daughter's funeral notice and the order of service without permission. The complainant also provided a Facebook post which included this photograph – this also showed post was viewable to the public.

6. The complainant also said the article had breached Clause 2 as it named her daughter and included parts of her daughter's witness statement – which included details about her rape. She said her daughter had chosen not to disclose the fact that she had been raped to anyone except herself and the police and her privacy should have been respected by the publication. The complainant provided email correspondence from the Crown Prosecution Service (CPS), which confirmed that her daughter's evidence had been read out in closed court. This said:

*I [...] can confirm that the court minutes in respect of the trial detail that on the 2nd day of the trial [...] the Court on the motion of the Advocate Depute directed that the evidence of [the complainant's daughter] be taken within closed doors. Once [her] evidence had been taken, the court was then opened to the public.*

7. The complainant did not dispute that the remainder of the court proceedings against the defendant occurred in open court.

8. The complainant said that the article was inaccurate in breach of Clause 1 as it reported her daughter had "smoked heroin". The complainant said her daughter had said she had taken some pills, and then was injected with heroin by her rapist because the pills had affected her judgement. She said it had not been heard at court that her daughter had smoked heroin, and the inclusion of this information in the article was very distressing.

9. She also complained under Clause 5 as the article revealed that her daughter had taken an overdose which had resulted in her death.

10. The publication did not accept a breach of the Code. In regard to Clause 11, the publication said that it was legally free to identify the complainant's daughter, as the law does not prevent the identification of deceased victims of sexual assault. It said that its justification for identifying the complainant's daughter was the fact that her name was disclosed in court; therefore, to accurately report on the facts of the court case, the inclusion of her name was justified. It further argued that identifying the complainant's daughter would allow readers to connect to the story and evoke an emotional reaction.

11. Turning to Clause 4, the publication said it appreciated that the article contained sensitive details, however it said the subject of the article – criminal proceedings against a named individual – did not engage the terms of Clause 4. It said the case was heard in open court and the publication was entitled to report on it. It also said it had focused its reporting on the fact that the complainant's daughter's testimony had helped secure a conviction and therefore the contents of her witness statement were necessary to include to illustrate this.

12. Regarding the image of the complainant's daughter, the publication said Clause 4 does not prohibit the use of photographs. It said the photograph was

readily available and in the public domain, and while it understood that the article may have been upsetting for the complainant, it is usual for publications to include photographs of victims. It said the publication also took care to only use photographs that presented the daughter's likeness, and did not include any excessive or unnecessary information.

13. In response to the alleged breach of Clause 2, the publication said it was entitled to be present and report on the court proceedings. It said a closed court meant that members of the public were not allowed into the court room, however the press were not prohibited from being present during closed court sessions. It said no reporting restrictions had been made, as no Section 4 or Section 11 order had been made. It did not therefore consider the terms of this Clause to be engaged, where the article was based on court proceedings and there did not appear to be any reporting restrictions in place.

14. The publication did not accept a breach of Clause 1; it said that the report represented an accurate account of what was heard in court. It said the reference to smoking heroin came from evidence given by the complainant's daughter, and this was subsequently heard in court – the phrases "smoking kit" and "chasing the dragon" was a reference to heroin. During the investigation, the publication provided a court transcript which supported its position that the reference to smoking heroin was heard in open court.

15. The publication did not consider the terms of Clause 5 to be engaged.

16. During direct correspondence with the complainant, the publication confirmed it had removed all references to the complainant's daughter's name and the image of her, as a gesture of goodwill and in an attempt to resolve the complaint.

17. After reviewing the court transcript, the complainant accepted that the reference to smoking heroin had been heard in court via the daughter's evidence statement. However, the complainant reiterated that this information had been heard in closed court.

#### Relevant Clause Provisions

##### Clause 1 (Accuracy)

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

iii) A fair opportunity to reply to significant inaccuracies should be given, when reasonably called for.

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

#### Clause 2 (Privacy)\*

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

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

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

#### Clause 4 (Intrusion into grief or shock)

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

#### Clause 5 (Reporting suicide)\*

When reporting suicide, to prevent simulative acts care should be taken to avoid excessive detail of the method used, while taking into account the media's right to report legal proceedings.

#### Clause 11 (Victims of sexual assault)

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

#### Findings of the Committee

18. The Committee wished to offer its sincere condolences to the complainant for the loss of her daughter, and offered its sympathies that the article under complaint had caused the complainant further distress.

19. The Committee acknowledged that the article had identified the complainant's daughter as a victim of sexual assault, and that the terms of

Clause 11 were therefore engaged. It noted that its role was not to make a moral judgement on the content included in the article, but to determine whether this content had breached the terms of the Editors' Code. It therefore had regard for the terms of Clause 11, which states that the press must not identify or publish material likely to lead to the identification of a victim of sexual assault unless there is adequate justification, and they are legally free to do so.

20. The Committee first considered whether the newspaper was legally free to identify the complainant. It acknowledged that no Section 11 or Section 4 order – which would prevent the publication from publishing specific details of the case – had been issued during court proceedings. While the court had been closed during the reading of the complainant's daughter's witness statement, it appeared that the press were permitted to remain in court. The Committee noted that, absent a reporting restriction or statutory protection, newspapers are generally entitled to report on court proceedings which are closed to the public. It further recognised that the article reported on legal proceedings in Scotland, and that in Scottish law there is not automatic statutory anonymity for victims of sexual offences – rather, the anonymity of victims of such offences in Scotland is established by way of a protocol, where editors generally do not identify victims of sexual offence; it is not established that such a protocol would persist after a victim's death. The Committee therefore considered that the newspaper was legally free to identify the complainant's daughter.

21. While a publication may be legally free to identify a victim of a sexual offence, the Code places a higher obligation on publications, and requires that there is adequate justification for any such identification. The Committee considered that there was a fine balance to be struck, given that granting anonymity may encourage more victims of sexual assault to report these crimes, yet anonymising a victim after their death may contribute towards stigma and shame, and depersonalise them.

22. The Committee noted the context of the article when considering whether there was such justification: it set out how the complainant's daughter had brought the defendant to justice, and identified her in this context. It further noted that the daughter's witness statement was central to the article's report of the conviction of her assailant, and that identifying her grounded the story in a human context. The Committee considered this to be adequate justification, as required by the terms of Clause 11. There was no breach of Clause 11.

23. The Committee then considered whether the article's publication had been handled sensitively, as required by the terms of Clause 4. The Committee recognised that the article contained references to the complainant's daughter's assault and prior interactions with the defendant which the complainant had found distressing. While publication of articles should be handled sensitively, Clause 4 does not restrict the right to report legal proceedings – this included naming the complainant's daughter, where it did not appear to be in dispute that her name had been heard during court proceedings against the defendant. The

Committee appreciated how these references would be upsetting to the complainant, however it noted that the article was a factual account of the assault as heard during court proceedings, which did not seek to make light of or minimise the crime in question. The Committee also considered the article use of a photograph showing the complainant. It noted this simply depicted the complainant's daughter's likeness and did not consider its inclusion to be insensitive. For these reasons there was no breach of Clause 4, however it welcomed the action the publication had taken to try to resolve the complaint.

24. Turning to the alleged breach of Clause 2, the Committee considered the inclusion of the daughter's statement in the article, as well as her photograph. While the Committee understood that the daughter's statement had been read out during a closed court, the Committee noted that the Editors' Code does not apply to people who have died; rather, it is the rights of those who are closest to them to not have their grief unduly intruded into which is protected by Clause 4. In such circumstances, the Committee did not consider that the terms of Clause 2 had been breached.

25. The complainant said the article had inaccurately stated that her daughter had smoked heroin, and that this was never heard at court. However, the complainant later accepted that this reference had been heard at court and therefore there was no breach of Clause 1 on this point.

26. The Committee considered the concerns raised under Clause 5. Clause 5 relates to the inclusion of details which might result in simulative acts of suicide. In this instance, while the Committee acknowledged that the article had stated the complainant had died from an overdose, it did not consider that the article had not included the level of detail which would breach the terms of this Clause; for instance, the substance she had taken or the amount. Therefore, this did not give rise to a breach of Clause 5.

### Conclusions

27. The complaint was not upheld.

### Remedial action required

28. N/A

Date complaint received: 20/02/2023

Date complaint concluded by IPSO: 24/10/2023

## APPENDIX C

Decision of the Complaints Committee – 16958-23 A man v mirror.co.uk /16959-23 A man v express.co.uk

Decision of the Complaints Committee – 16958-23 A man v mirror.co.uk

Summary of Complaint – 16958-23

1. A man complained to the Independent Press Standards Organisation that mirror.co.uk breached Clause 1 (Accuracy), Clause 2 (Privacy), and Clause 4 (Intrusion into grief or shock) of the Editors' Code of Practice in an article headlined "Brit tourist plummets 130ft from waterfall during terrifying hike with friends", published on 26 December 2022.
2. The article, which appeared online only, reported that the complainant had "narrowly avoided death after plummeting 130ft from a waterfall" after he "lost his footing". The sub-headline reported that: "A British man narrowly escaped death in Koh Samui, Thailand as he slipped off a 130ft high waterfall he was hiking up with a group of friends". The article stated he "reportedly broke his hip" and continued by describing the "rescue operation" undertaken to transfer the complainant to the bottom of a cliff which "took around four hours".
3. The article also included four images. The first image showed a group of people, including a rescue team, and was captioned: "A British tourist who ignored warning signs on a waterfall"; the second showed the "waterfall which the group hiked up"; the third image showed the complainant on a stretcher with a rescue team and was captioned, "[t]he rescue operation underway"; and the fourth showed the rescue operation from a further away and was captioned, "[a] rescue team of around 30 people winched the man to safety".
4. The complainant said that the article was inaccurate in breach of Clause 1 because he had not fallen 130 feet. Rather, he had fallen approximately 10 feet. He also said that he had not broken his hip in the accident but had instead fractured his coccyx and skull.
5. The complainant said the article also breached Clause 2 and Clause 4 because it contained graphic pictures of him immediately after his accident. He said that, when these pictures were taken, he was clearly in pain and that the images had been published without his consent. He said the article had been publicised at a time of trauma when he and his family were already distressed and included private information including medical details, and clear facial images.
6. The complainant also said that he had received a message two days after the accident, when he was still in hospital, from a reporter acting on behalf of the



publication asking for more information. The complainant said this added to his upset and was a breach of Clause 4.

7. The publication did not accept that the article breached the Code. In relation to the distance fallen by the complainant, it stated that the sub-headline immediately made clear that it was the waterfall that was 130 feet tall by stating, "...he slipped off a 130ft waterfall". Regardless of the fact it did not think this was a breach of Clause 1, the publication said it amended the headline and body of the article to clarify that the reference to "130ft" was to describe the height of the waterfall, rather than the distance of the fall.

8. Regarding the injuries sustained by the complainant, the publication did not accept that the article was inaccurate on this point. It provided the reporter's notes that it said showed at the time of the incident, paramedics at the location believed he had likely broken his hip. It also provided other reports by the Thai press that predated the article under complaint; these reports referred to the complainant's hip when describing the injuries he had suffered. The publication said, in any event, it was not significantly inaccurate, as the coccyx was in the same general region of the body as the hip.

9. Notwithstanding the above, the publication published the following footnote correction on 28 February, 11 days after being made aware of the complainant's concerns:

"A previous version of this article stated that a British tourist fell 130ft from a waterfall in Thailand. In fact, while the waterfall is 130ft tall, the tourist fell a much shorter distance. The article also said that he reportedly broke his hip. We have since learned that although he was suspected to have suffered an injury to his hip in the immediate aftermath of the fall, the tourist actually suffered an injury to his coccyx. We are happy to clarify this."

10. The publication also did not accept a breach of Clause 2. It said unpixellated and unobstructed footage of the rescue operation had been widely available via Thai media outlets, including on national television, prior to the article being published. It shared a YouTube video from a Thai news source, which was available to view in the UK, that appeared to be the source of the images of the rescue operation. The publication's position was that pictures and videos of the incident had been widely reported in Thailand and had therefore entered the public domain prior to the publication of the article. It provided three examples of articles in Thai which had been translated into English. It said that it had decided to include photographs but to omit the video. The publication also said that most of the pictures included in the article simply showed the rescue operation more generally, rather than the complainant specifically. It added that the complainant had referred to the accident on social media and provided a video from the complainant's Instagram account in which he had spoken about his experience. It said that, while the video was later removed, it had previously been available to the public. As such, the publication asserted that there was a

significant level of material available in the public domain regarding the accident.

11. Turning to Clause 4, the publication said the reporter had made a considered and sympathetic approach to the complainant. It stated the reporter had expressed their sympathies to the complainant and his family and provided a copy of the email the reporter had sent. The email said:

“Hey [Complainant’s name], How are you? There are reports that you may have fallen off a waterfall in Koh Samui and injured your hip? I am reporting on this potential incident, and I just wanted to check in with you and see how you were doing and verify it was you involved in the accident? It must have been terrifying to happen, but I am so glad you are safe. I would hate to report anything incorrect so please do let me know whether this is right or not. Thanks so much and I hope you managed to have a merry Christmas despite this horrible accident. I hope your hip is not causing you too much pain. Thanks, [Reporter’s name]”

12. The publication also said the article was in the public interest because it informed its readers of the dangers of trips of this nature, especially in relation to this specific waterfall which was well-known for similar accidents. It also said the article served to stress the warning signs that exist on these excursions. It said this had been considered by the relevant editors before the article was published and the decision to publish the photograph was made.

13. While the complainant acknowledged that the accident was reported in Thai media, he said such coverage would have had limited exposure in the UK – particularly where the articles were written in Thai and had needed to be translated by the publication. The complainant said the publication of the article had significantly increased the reach and impact of the story. Regarding whether the article was in the public interest, he said that the location was already known for such accidents and so would have been a factor for consideration for tourists before the article.

### Relevant Clause Provisions

#### Clause 1 (Accuracy)

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

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

#### Clause 2 (Privacy)\*

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

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

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

#### Clause 4 (Intrusion into grief or shock)

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

#### 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

14. The Committee first considered whether it was significantly inaccurate to report the man fell 130ft instead of 10ft. The publication did not dispute that this information was inaccurate though they disputed it was in breach of the Code. However, the Committee found a breach Clause 1 (i) on this point, where the information was inaccurate and the publication were not able to demonstrate that they had verified the accuracy of this claim prior to publication.

15. Where the inaccuracy appeared in the headline and exaggerated the level of danger and severity of the fall, the Committee considered it to be significant, and therefore in need of a prompt and prominent correction under the terms of Clause 1 (ii).

16. The headline was amended to remove the inaccuracy and a footnote correction was offered within 11 days of the publication being made aware of the complainant's concerns. Allowing for the time the publication needed to ensure its correction was accurate, the Committee considered the correction to have been offered sufficiently promptly. It also considered a footnote correction to be sufficiently prominent, taking into account the fact that the publication had taken prompt steps to resolve the complaint and had amended the article to remove the inaccuracy. The footnote also put the correct position on record, which was that he had not fallen 130ft, and had in fact fallen a much shorter distance. There was no further breach of Clause 1(ii).

17. The Committee then considered whether it was inaccurate to report the man had fractured his hip when it was actually his coccyx and skull that were fractured in the accident. The Committee noted that the article did not state as fact that the man had broken his hip, it said he had "reportedly" broken his hip. Where it was not in dispute that at the time of publication this had been reported in other outlets, the Committee did not consider this inaccurate. There was no breach of Clause 1 on this point.

18. The Committee then turned to the complainant's concern that the article had breached his privacy by publishing photographs of him during the rescue operation without his consent. While the Committee had sympathy for the complaint's concerns on this point, the Committee was required to consider the complaint by reference to the terms of Clause 2. The Committee took into account the nature of the photographs in which the complainant appeared. Two

of the photographs were group shots in which the complainant was almost completely obscured from view. In the third, whilst the complainant was visible, his head and the side of his face were heavily bandaged. The Committee noted that the photograph illustrated the rescue operation which had taken place and the means by which the rescue team had taken the complainant down the hillside. Furthermore, the images were taken in a public place and everything they showed would have been visible to the naked eye. The Committee also accounted for the fact the complainant, post-publication, made public disclosures of information about the incident through his social media. The fact that the complainant had willingly put information about the incident into the public domain – albeit post-publication – indicated that he was willing to put certain elements pertaining to the incident into the public domain, and did not consider it completely private. Taking these factors into consideration, the Committee did not consider the images represented an intrusion into the complainant's private life in a manner the publication would be expected to justify. Additionally, the Committee noted that the publication had taken steps to protect the complainant's privacy by not naming him in the article. Taking all these considerations into account, the publication of the photographs did not amount to a breach of Clause 2.

19. Although Clause 2 was not ultimately breached, the Committee noted that the publication had not demonstrated that it had considered whether the publication of information about the complainant served, and was proportionate to, the public interest. It had only said that the relevant editors had considered that the article itself was in the public interest prior to publication, which was not a sufficient defence under the public interest portion of the Code – as there was no reference to whether the publication had considered whether public interest served was proportionate to the alleged breach of the Code. The Committee also noted there is no public interest exception for possible breaches of Clause 1 or Clause 4.

20. The Committee next considered whether the publication of photographs showing the man being rescued had breached Clause 4. While the Committee acknowledged that the articles' publication had caused the complainant and his family distress, it did not consider the images of the complainant made light of the incident or minimised its importance. The images, taken in conjunction with the article as a whole, conveyed the seriousness of the incident, but did not go as far as to show any graphic details of his injuries. Additionally, while the Committee acknowledged the severe distress the incident had caused, it did not consider that the seriousness of the incident reached the high bar set by the terms of Clause 4, which generally relates to serious and fatal incidents. Taking this into account, the Committee did not consider the reporting of the incident to be in breach of Clause 4.

21. Finally, the Committee considered whether the pre-publication approach by the journalist had been made with sympathy and discretion, in line with the requirements of Clause 4. While the Committee appreciated that the

complainant was distressed by being contacted by the journalist, the terms of the Clause do not prohibit journalists from approaching individuals for comment after distressing incidents. The Committee noted the tone of the email was polite and professional; the reporter had sent the complainant well wishes and said she was glad he was safe. There have been no further approaches, and the email did not demonstrate that the journalist had not acted with sympathy or discretion. There was no breach of Clause 4 on this point.

#### Conclusion(s)

22. The complaint was partly upheld under Clause 1.

#### Remedial Action Required

23. The published corrections clearly put the correct position on record and were offered promptly and with due prominence. No further action was required.

Date complaint received: 26/01/2023

Date complaint concluded by IPSO: 26/10/2023

## Decision of the Complaints Committee – 16959-23 A man v express.co.uk

### Summary of Complaint

1. A man complained to the Independent Press Standards Organisation that express.co.uk breached Clause 1 (Accuracy), Clause 2 (Privacy), and Clause 4 (Intrusion into grief or shock) of the Editors' Code of Practice in an article headlined "British backpacker 'lucky to be alive' after plunging down 130ft Thai waterfall", published on 26 December 2022.
2. The article, which appeared online only, reported that the complainant had "was suspected to have shattered his hip when he plunged 130ft from a waterfall in Thailand". It stated that he had "hiked to the top of the Na Muang waterfall on the island of Koh Samui 'to get a better view'". The article said that "[t]here were warning signs telling people not to go any further, which had been put in place following several deaths on the same waterfall. But [the complainant] and seven of his friends simply walked past these signs as they walked up to the summit". The article stated the fall had left the complainant "with a deep wound on his head and a suspected broken hip, leaving him unable to walk". The article also referred to the complainant's hometown, and included an image of him with a bandage being around his face.
3. The complainant said that the article was inaccurate in breach of Clause 1 because he had not fallen 130 feet. Rather, he said he had fallen approximately 10 feet. He also said that he had not broken his hip in the accident but had instead fractured his coccyx and skull. The complainant further stated he had not said he had hiked to the top of the waterfall "to get a better view"; he had gone there to film footage.
4. The complainant said the article also breached Clause 2 and Clause 4 because it contained graphic pictures of him immediately after his accident; he said he was clearly in pain when he had been photographed. He said that he had not given his consent for the publication of these images. He also said the article had publicised a time of trauma when he and his family were already distressed; he also said the article included private details including his name, age, hometown, medical information, and clear facial images.
5. The publication did not accept a breach of the Code. In relation to the distance fallen by the complainant, the publication stated that the sub-headline immediately made clear that it was the waterfall that was 130 feet tall by stating, "...he plung[ed] down 130ft Thai waterfall". While it did not consider this represented inaccurate information in breach of Clause 1, it said it amended the headline and body of the article to clarify that the reference to "130ft" was a reference to the waterfall's height, rather than the distance of the fall.
6. The publication did not accept the article inaccurately reported the injuries sustained by the complainant. It provided the reporter's notes that it said showed

paramedics at the location believed at the time he had likely broken his hip. It also provided other reports by Thai press that predated the article under complaint; these reports referred to the complainant's hip when reporting on his injuries. These reports were in Thai, and the publication provided an English translation. It also shared a YouTube video from a Thai news source, which was available to view in the UK, that appeared to be the source of the photographs of the rescue operation included in the article under complaint. The video was available to view in the UK. The publication said, in any event, it was not significantly inaccurate where the coccyx was in the same general region of the body as the hip.

Notwithstanding the above, the publication published the following footnote correction on 28 February, 11 days after being made aware of the complainant's concerns:

"A previous version of this article stated that [the complainant] fell 130ft from a waterfall in Thailand. In fact, while the waterfall is 130ft tall, [the complainant] fell a much shorter distance. The article also reported that [the complainant] shattered his hip as a result of the fall. We have since learned that although he was suspected to have suffered an injury to his hip in the immediate aftermath of the fall, [the complainant] actually suffered an injury to his coccyx. The article finally stated that the reason for the tourists' presence at the top of the waterfall was "to get a better view". [the complainant] since clarified on his social media that he and his friends were in fact filming footage at the site. We are happy to set the record straight".

7. Regarding whether the complainant had travelled to "get a better view", the publication stated that the complainant had said on social media that the group of people he visited the waterfall with had hiked to the top to obtain footage. It had assumed, therefore, that they were wanting to film the view from the top of the waterfall. As such, it argued it was not significantly inaccurate to say they were trying to get a better view. However, as a gesture of goodwill, the publication removed this reference from the article.

8. The publication also did not accept a breach of Clause 2. It said unpixellated and unobstructed footage of the rescue operation had been widely available via Thai media, including on national television, prior to the article being published. The publication's position was that pictures and videos of the incident had been widely reported in Thailand and had therefore entered the public domain prior to the publication of the article. The publication also said that most of the pictures included in the article simply showed the rescue operation more generally, rather than focusing on the complainant. Nevertheless, following the receipt of the complaint from IPSO on 1 February, on 21 February the image showing the man's face wrapped in a bandage was pixellated.

9. It also said that the complainant had referred to the accident on social media and provided a video from the complainant's Instagram account where he had



spoken about his experience. It said that, while the video was later removed, it had previously been available to the public. As such, the publication asserted that there was a significant level of material available in the public domain regarding the accident, which meant that the complainant did not have a reasonable expectation of privacy over the fact that he had been involved in the accident.

10. The publication also said the article was in the public interest because it informed its readers of the dangers of trips of this nature, especially in relation to this specific waterfall which was well-known for similar accidents. It also said the article stressed the warning signs that alerted people to the danger of such excursions. It said this had been considered by the relevant editors before the article and the photograph were published.

11. The complainant acknowledged that the accident had been reported by Thai media outlets. However, he said such reports would have had limited exposure in the UK – particularly where the articles were written in Thai and had needed to be translated by the publication. The complaint stated that the article under complaint had significantly increased the reach and impact of the story. Regarding whether the article was in the public interest, he said that the location was already known for such accidents and so any danger of visiting these attractions would have been a factor for consideration for tourists before the article.

### 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.
- v) A publication must report fairly and accurately the outcome of an action for defamation to which it has been a party, unless an agreed settlement states otherwise, or an agreed statement is published.

#### Clause 2 (Privacy)\*

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

#### Clause 4 (Intrusion into grief or shock)

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

#### 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

12. The Committee first considered whether it was significantly inaccurate in breach of Clause 1 to report the man fell 130ft instead of 10ft. The publication did not dispute that this information was inaccurate, though they disputed it was in breach of the Code. However, the Committee considered that this reference breached the terms of Clause 1 (i), where it was inaccurate, and the publication were not able to demonstrate that they had verified the accuracy of this statement prior to publication.

13. Where the inaccuracy appeared in the headline and exaggerated the level of danger and severity of the fall, the Committee considered it to be significant, and therefore in need of a prompt and prominent correction under the terms of Clause 1 (ii).

14. The inaccuracy regarding the height of the waterfall was amended and a footnote correction was offered within 11 days of the publication being made aware of the complainant's concerns. Allowing for the time the publication needed to ensure its correction was accurate, the Committee considered the correction to have been offered sufficiently promptly. It also considered a footnote correction to be sufficiently prominent, taking into account the fact that the publication had taken prompt steps to resolve the complaint and had amended the article to remove the inaccuracy. The footnote also put the correct position on record, which was that he had not fallen 130ft – and had in fact fallen a much shorter distance. There was no further breach of Clause 1 (ii).

15. The Committee then considered whether it was significantly inaccurate to report the man had fractured his hip when it was actually his coccyx and skull that were fractured in the accident. The Committee noted the article did not state as fact that the man had broken his hip, it said he had "reportedly" broken his hip. Where it was not in dispute that at the time of publication this had been reported in other news outlets, the Committee did not consider this to be inaccurate. There was no breach of Clause 1 on this point.

16. The Committee then considered the question of whether it was inaccurate to report the man hiked to the top of the waterfall "to get a better view" – his position was he went up to film footage. Where it was not in dispute that the complainant had hiked further up to see more of the waterfall – either "to get a better view" or to take more footage – the Committee did not consider significantly inaccurate or misleading to refer to this decision as being in order to "get a better view". There was no breach of Clause 1 on this point.

17. The Committee then turned to the complainant's Clause 2 concern that the article had breached his privacy by publishing a photograph of him during the

rescue operation without his consent. The photograph in question had been taken in a public place, in a location where the complainant's injuries would have been visible to any passers-by. In addition, while the photograph showed the complainant's head being bandaged it did not disclose the precise nature of the injuries the complainant had suffered. The Committee also accounted for the fact the complainant, post-publication, made public disclosures of information about the incident through his social media. The fact that the complainant had willingly put information about the incident into the public domain – albeit post-publication – indicated that he was willing to put certain elements pertaining to the incident into the public domain, and did not consider it completely private. Considering these factors, the Committee did not consider the images represented an intrusion into the complainant's private life. It also noted the publication had taken additional steps to protect the man's privacy, such as not including images of him where his whole face was visible – some of his face was obscured by bandages in the image of him in the article. Therefore, the Committee did not consider the article to have breached Clause 2.

18. The Committee also considered the complainant's concern that including his name and hometown was a breach of his privacy. Clause 2 is engaged when information which an individual has a reasonable expectation of privacy over has been published. The fact of an individual's name and hometown, was not, in the Committee's view, private information as defined by Clause 2 – this is basic biographical detail, rather than – in and of itself – detail about the complainant's private and family life. There was no breach of Clause 2 on this point.

19. Although Clause 2 was not ultimately breached, the Committee noted that the publication had not demonstrated that it had considered whether the publication of information about the complainant served, and was proportionate to, the public interest. It had only said that the relevant editors had considered that the article itself was in the public interest prior to publication, which was not a sufficient defence under the public interest portion of the Code – as there was no reference to whether the publication had considered whether public interest served was proportionate to the alleged breach of the Code. The Committee also noted there is no public interest exception for possible breaches of Clause 1 or Clause 4.

20. The Committee next considered whether the publication of a photograph of the man receiving medical treatment breached Clause 4. While the Committee acknowledged that the articles' publication had caused the complainant and his family distress, it did not consider the image of the complainant made light of the incident or minimised its importance. The image, taken in conjunction with the article as a whole, conveyed the seriousness of the incident and that the man had received treatment, but did not go as far as to show any graphic details of his injuries. Additionally, while the Committee acknowledged the severe distress the accident had caused, it did not consider that the seriousness of the event reached the high bar set by the terms of Clause 4, which generally relates to

serious and fatal incidents. Taking this into account, the Committee did not consider the reporting of the incident to be in breach of Clause 4.

Conclusion(s)

21. The complaint was partly upheld under Clause 1.

Remedial Action Required

22. The published corrections clearly put the correct position on record, and were offered promptly and with due prominence. No further action was required.

Date complaint received: 26/01/2023

Date complaint concluded by IPSO: 26/10/2023

## APPENDIX D

Decision of the Complaints Committee – 14278-23/14281-23/14284-23/14285-23/14289-23/14297-23 Booley v [express.co.uk/derbytelegraph.co.uk](https://www.express.co.uk/derbytelegraph.co.uk) (Derbyshire Live) [/mylondon.news/nottinghampost.com](https://mylondon.news/nottinghampost.com) (Nottinghamshire Live) [/dailystar.co.uk/walesonline.co.uk](https://www.dailystar.co.uk/walesonline.co.uk)

Decision of the Complaints Committee – 14278-23 Booley v [express.co.uk](https://www.express.co.uk)

### Summary of Complaint

1. Michael Booley complained to the Independent Press Standards Organisation that [express.co.uk](https://www.express.co.uk) breached Clause 1 (Accuracy), Clause 2 (Privacy), and Clause 10 (Clandestine devices and subterfuge) of the Editors' Code of Practice in an article headlined "Another Prince Harry story in Spare debunked as it's labelled 'complete fantasy'", published on 22 January 2023.

2. The article, which appeared online only, reported on comments the complainant had made regarding his experience accompanying the Duke of Sussex on a flight training exercise, which the Duke had subsequently described in his autobiography. It said that the complainant had "dismissed the Duke's tale", and included the following quotation from the complainant: "Whilst the book compliments me, the recollection of the sorties and lessons is inaccurate, I'm afraid." It also reported that the complainant "told [another publication]: 'I am staggered by this. In shock even.'"

3. The complainant said that the article breached Clause 1, and denied that he had said that the Duke's account of the incident was a "complete fantasy". He also said that the article had presented his statement that he was "staggered by this [...] In shock even" in an inaccurate and misleading manner. He said the article presented his shock as being due to the alleged inaccuracies in Prince Harry's story – whereas in reality, he was in shock at being mentioned, and complimented, in the autobiography.

4. The complainant also said that the article inaccurately suggested that he believed the alleged inaccuracies in the autobiography were due to the Duke. The complainant said he actually believed these inaccuracies were due to the autobiography being ghostwritten. He also said that the conversation which formed the basis of the article was extensive and that the publication had cherry-picked parts of it in a way that breached the terms of Clause 1.

5. The complainant also said that Clause 2 and Clause 10 may have been breached, as he had heard strange noises on his iPad and telephone around the time of the article's publication. He therefore thought someone was listening into his calls, though he did not specifically say that the publication had caused these

noises or were listening in to his calls. He further said that another journalist had passed a conversation with him to the publication, which he considered to be a breach of his privacy.

6. During IPSO's investigation, the complainant provided IPSO with the messages between the complainant and a reporter at another publication which acted as a basis for the article under complaint. The reporter had, during the conversation, sent the complainant a list of quotes he said he wanted to include in the article. This included the following:

*"I am staggered by this. In shock even. Whilst the book compliments me, the recollection of the sorties and lessons is inaccurate I'm afraid".*

7. The publication accepted that the complainant had not described the autobiography's description of events as a "complete fantasy". It said that another publication had used the word "fantasy" in its reporting – with an article headline describing the anecdote as a "flight of fantasy" – and it had incorrectly presented this as a quote from the complainant in its headline.

8. Six days after being passed the complaint by IPSO, it amended the headline so it instead read: "Prince Harry story in Spare addressed by his army instructor". It also added the following correction to the top of the article on the same date:

*"A previous version of this article reported that Sergeant Major Michael Booley stated that the version of events published in Prince Harry's 'Spare' was a 'complete fantasy'. In fact, Booley has never made any reference to this version of events as being 'fantasy', but believed the reference to flying sorties was 'dramatised' and disputed the accuracy of some other accounts in the book. We are happy to clarify this and apologise for the error."*

9. Turning to the question of whether the publication had presented the complainant's comment that he was "in shock [...] staggered even" in a misleading manner, the publication noted that the complainant didn't dispute having said this. It also noted that the complainant had sight of the context in which the publication planned to use this quote prior to publication, and raised no objections at the time. Notwithstanding this, three days after the start of IPSO's investigation, the publication proposed to amend the correction it had already published to include the following line: "Booley has also asked us to clarify that his 'staggered' quote was a 'pleasant comment' in response to him being mentioned in the book."

10. The publication did not accept that the terms of Clause 2 or Clause 10 were engaged.

### Relevant Clause Provisions

Clause 1 (Accuracy)

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

#### Clause 2 (Privacy)\*

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

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

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

#### Findings of the Committee

11. Another newspaper had “labelled” the autobiography’s depiction of the training exercise as a “flight of fantasy”; the Committee therefore did not consider the headline was inaccurate in and of itself, where the story had been described in this manner. However, the article did not make clear the source of the “fantasy” descriptor, and the headline could be read as attributing this quote



to the complainant. The question for the Committee was, therefore, whether this rendered the headline misleading or distorted.

12. It was not in dispute that the complainant had “dismissed” the story, and had said that “the recollection of the sorties and lessons is inaccurate”. In such circumstances, and where the headline did not attribute the quote “complete fantasy” to the complainant – and nor did the article – the Committee did not consider that the headline was misleading or distorted, when read in conjunction with the text of the article.

13. Notwithstanding this, the Committee welcomed the publication of wording putting the complainant’s position on record.

14. The complainant had said that his comments that he was “shocked and staggered” had been taken out of context, as this was actually him expressing surprise and pleasure at having been mentioned in the book – rather than a comment on any inaccuracies within the autobiography. However, these comments had been made in the context of a discussion about what the complainant saw as an inaccurate recollection of the flying exercise. On balance, the Committee did not consider the article inaccurate, distorted, or misleading on this point, and there was no breach of Clause 1.

15. The complainant considered that any inaccuracies within the book would have been as a result of the book being ghost-written, rather than as a result of the Duke, and considered that article should have made this clear. However, the Committee did not consider that omitting this from the article rendered it significantly misleading, distorted, or inaccurate; regardless of the complainant’s speculation as to the source of the inaccuracy, it was not in dispute that he considered parts of the autobiography which the Duke had authored to be inaccurate. There was no breach of Clause 1 on this point.

16. Newspapers have discretion over the selection of material for publication, provided the Code is not otherwise breached. Therefore, concerns that the article had “cherry-picked” information did not represent a breach of Clause 1.

17. The complainant had expressed concerns framed under Clause 10 and Clause 2 in relation to unusual noises he had heard on his devices. However, he had not alleged that the publication was responsible for the interference, and the Committee therefore did not consider that there was sufficient basis to identify a possible breach of Clause 2 or Clause 10 in relation to the complainant’s electronic devices on the part of the publication.

### Conclusions

18. The complaint was not upheld.

### Remedial action required

19. N/A

Date complaint received: 06/06/2023

Date complaint concluded by IPSO: 24/10/2023

Decision of the Complaints Committee – 14281-23 Booley v  
derbytelegraph.co.uk

Summary of Complaint

1. Michael Booley complained to the Independent Press Standards Organisation that derbytelegraph.co.uk breached Clause 1 (Accuracy), Clause 2 (Privacy), and Clause 10 (Clandestine devices and subterfuge) of the Editors' Code of Practice in an article headlined "Prince Harry's story in Spare book is 'complete fantasy', says army instructor", published on 22 January 2023.

2. The article, which appeared online only, reported on comments the complainant had made regarding his experience accompanying the Duke of Sussex on a flight training exercise, which the Duke had subsequently described in his autobiography. The article opened with: "Prince Harry's dramatic account of a 'suicide' training flight is a fantasy says the very man who was sitting alongside him". It also said that, according to reports from another publication, the complainant had "insist[ed] every detail of training flights is discussed beforehand, saying 'I am staggered by this. In shock even'".

3. The article went on to report that the complainant "question[ed] parts of Spare, which was ghostwritten by leading author John Joseph Moehringer [...] He add[ed]: 'I think the reference to the flying sorties has been dramatised. I think it's a result of the ghost writing.'"

4. Prior to a complaint being made to IPSO, the headline was amended to read "Prince Harry story from Spare 'dramatised for effect', says former army instructor".

5. The complainant said that the article breached Clause 1, and denied that he had said that the Duke's account of the incident was a "complete fantasy". He also said that the article had presented his statement that he was "staggered" and "in shock" in an inaccurate and misleading manner. He said the article presented his shock as being due to the alleged inaccuracies in Prince Harry's story – whereas in reality, he was in shock at being mentioned, and complimented, in the autobiography. He further said that he had never said that the claims in the book had been dramatised "for effect", as the amended headline claimed.

6. The complainant also said that the article inaccurately suggested that he believed the alleged inaccuracies in the autobiography were due to the Duke. The complainant said he actually believed these inaccuracies were due to the autobiography being ghostwritten. He also said that the conversation which formed the basis of the article was extensive and that the publication had cherry-picked parts of it in a way that breached the terms of Clause 1.

7. The complainant also said that Clause 2 and Clause 10 may have been breached, as he had heard strange noises on his iPad and telephone around the time of the article's publication. He therefore thought someone was listening into his calls, though he did not specifically say that the publication had caused these noises or were listening in to his calls. He further said that another journalist had passed a conversation with him to the publication, which he considered to be a breach of his privacy.

8. During IPSO's investigation, the complainant provided it with the messages between the complainant and a reporter at another publication, which acted as a basis for the article under complaint. The reporter had, during the conversation, sent the complainant a list of quotes he said he wanted to include in the article. This included the following:

*"I am staggered by this. In shock even. Whilst the book compliments me, the recollection of the sorties and lessons is inaccurate I'm afraid".*

9. During the conversation, the complainant also said "The book is [g]host [w]ritten and there fire inaccuracies [sic] are apparent [...] I would not go so far as saying 'Harry was mistaken' [...] it is ghost written [...] so very unfair to conclude Harry actually said it [...] it may well be the writer who has presented it that way to dramatise it".

10. The publication accepted that the complainant had not described the autobiography's description of events as a "complete fantasy". It said that another publication had used the word "fantasy" in its reporting – with an article headline describing the anecdote as a "flight of fantasy" – and it had incorrectly presented this as a quote from the complainant in its headline.

11. Seven days after it was passed the complaint by IPSO, the publication added the following correction to the top of the article:

*"A previous version of this article reported that Sergeant Major Michael Booley stated that the version of events published in Prince Harry's 'Spare' was a 'complete fantasy'. In fact, Booley has never made any reference to this version of events as being 'fantasy', but believed the reference to flying sorties was 'dramatised' and disputed the accuracy of some other accounts in the book. We are happy to clarify this and apologise for the error."*

12. Turning to the question of whether the publication had presented the complainant's comment that he was "in shock" in a misleading manner – where he said that had actually been said positively in response to the book – the publication noted that the complainant didn't dispute having said this. Notwithstanding this, three days after the start of IPSO's investigation the publication proposed to amend the correction it had already published to include the following line: "Booley has also asked us to clarify that his 'staggered'

quote was a 'pleasant comment' in response to him being mentioned in the book."

13. The publication did not accept that the terms of Clause 2 or Clause 10 were engaged.

#### Relevant Clause Provisions

##### Clause 1 (Accuracy)

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

##### Clause 2 (Privacy)\*

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

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

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

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

#### Findings of the Committee

14. The headline directly quoted the complainant as having said that the story was a “complete fantasy”, while the opening of the article repeated this quote in paraphrased form. It was not in dispute that the headline and article attributed the quote “complete fantasy” to the complainant; the question for the Committee was whether this attribution was inaccurate, misleading, distorted, or – with regard to the headline quote – unsupported by the text of the article. Having considered the headline in conjunction with the article, it considered that the basis for the online headline’s attribution was set out: the complainant disputed the accuracy of the training exercise depicted in the autobiography, and considered it had been “dramatised” – and suggested that the ghost-writing was the reason why the account had been dramatised. The article set out in detail why the complainant thought the book’s depiction of events was inaccurate, and raised several points which he disputed. To summarise this as the complainant having said that the story was a “complete fantasy” was not inaccurate or misleading, where the thrust of the complainant’s position – that the depiction of events as set out in the autobiography differed in several key respects from what had actually happened – was not substantively different from the article’s summary of his views. There was no breach of Clause 1 on this point.

15. The complainant had said that his comments that he was “shocked” and “staggered” had been taken out of context, as this was actually him expressing surprise and pleasure at having been mentioned in the book – rather than a comment on any inaccuracies within the autobiography. However, these comments had been made in the context of a discussion about what the complainant saw as an inaccurate recollection of the flying exercise. On balance, the Committee did not consider the article inaccurate, distorted, or misleading on this point, and there was no breach of Clause 1.

16. Where the complainant had said in his messages to a journalist at another publication that he believed that the anecdote had been “dramatised”, and had speculated that the ghost-writer had presented the anecdote this way purposefully, the amended online headline – “Prince Harry’s army instructor says Spare story was ‘dramatised for effect’” – was not an inaccurate or misleading summary of his comments. There was no breach of Clause 1 on this point.

17. The complainant considered that any inaccuracies within the book would have been as a result of the book being ghost-written, rather than as a result of the Duke, and considered that article should have made this clear. The Committee noted that the article did directly quote the complainant as having said “I think the reference to the flying sorties has been dramatised. I think it’s a result of the ghost writing.” The Committee considered that the article was not

inaccurate in the manner suggested by the complainant on this point, and there was no breach of Clause 1.

18. Newspapers have discretion over the selection of material for publication, provided the Code is not otherwise breached. Therefore, concerns that the article had “cherry-picked” information did not represent a breach of Clause 1.

19. The complainant had expressed concerns framed under Clause 10 and Clause 2 in relation to unusual noises he had heard on his devices. However, he had not alleged that the publication was responsible for the interference, and the Committee therefore did not consider that there was sufficient basis to identify a possible breach of Clause 2 or Clause 10 in relation to the complainant’s electronic devices on the part of the publication.

#### Conclusions

20. The complaint was not upheld.

#### Remedial action required

21. N/A

Date complaint received: 06/06/2023

Date complaint concluded by IPSO: 24/10/2023

## Decision of the Complaints Committee – 14284-23 Booley v mylondon.news

### Summary of Complaint

1. Michael Booley complained to the Independent Press Standards Organisation that mylondon.news breached Clause 1 (Accuracy), Clause 2 (Privacy), and Clause 10 (Clandestine devices and subterfuge) of the Editors' Code of Practice in an article headlined "Prince Harry's army instructor says story in Spare is 'complete fantasy'", published on 21 January 2023.

2. The article, which appeared online only, reported on comments the complainant had made regarding his experience accompanying the Duke of Sussex on a flight training exercise, which the Duke had subsequently described in his autobiography. A sub-headline reported that the complainant "said he thought the recollection had been 'dramatized' and was a 'result of the ghost writer'", with the article opening by stating that the complainant had "said a story recounted in Spare is 'complete fantasy'".

3. The article went on to say that the complainant "claim[ed] every detail of a training flight is discussed in advance [...] 'I am staggered by this,' he said. 'In shock even.'" It also reported that the complainant thought "the blame for the 'dramatized' reference could be ghost-writing from leading author John Joseph Moehringer. He said: 'I think the reference to the flying sorties has been dramatized. I think it's a result of the ghost writing.'"

4. The complainant said that the article breached Clause 1, and denied that he had said that the Duke's account of the incident was a "complete fantasy". He also said that the article had presented his statement that he was "staggered [...] In shock even" in an inaccurate and misleading manner. He said the article presented his shock as being due to the alleged inaccuracies in Prince Harry's story – whereas in reality, he was in shock at being mentioned, and complimented, in the autobiography.

5. The complainant also said that the article inaccurately suggested that he believed the alleged inaccuracies in the autobiography were due to the Duke. The complainant said he actually believed these inaccuracies were due to the autobiography having been ghostwritten. He also said that the conversation which formed the basis of the article was extensive and that the publication had cherry-picked parts of it in a way that breached the terms of Clause 1.

6. During IPSO's investigation, the complainant provided it with the messages between the complainant and a reporter at another publication, which acted as a basis for the article under complaint. The reporter had, during the conversation, sent the complainant a list of quotes he said he wanted to include in the article. This included the following:



*"I am staggered by this. In shock even. Whilst the book compliments me, the recollection of the sorties and lessons is inaccurate I'm afraid".*

7. The publication accepted that the complainant had not described the autobiography's description of events as a "complete fantasy". It said that another publication had used the word "fantasy" in its reporting – with an article headline describing the anecdote as a "flight of fantasy" – and it had incorrectly presented this as a quote from the complainant in its headline.

8. Six days after being passed the complaint by IPSO amended the headline so it instead read: "Prince Harry's army instructor says story in Spare is 'inaccurate' and 'dramatised'" It also added the following correction to the top of the article:

*"A previous version of this article reported that Sergeant Major Michael Booley stated that the version of events published in Prince Harry's 'Spare' was a 'complete fantasy'. In fact, Booley has never made any reference to this version of events as being 'fantasy', but believed the reference to flying sorties was 'dramatised' and disputed the accuracy of some other accounts in the book. We are happy to clarify this and apologise for the error."*

9. Turning to the question of whether the publication had presented the complainant's comment that he was "in shock" in a misleading manner – where he said that had actually been said positively in response to the book – the publication noted that the complainant didn't dispute having said this. Notwithstanding this, three days after the start of IPSO's investigation, the publication proposed to amend the correction it had already published to include the following line: "Booley has also asked us to clarify that his 'staggered' quote was a 'pleasant comment' in response to him being mentioned in the book."

10. The publication did not accept that the terms of Clause 2 or Clause 10 were engaged.

### Relevant Clause Provisions

#### Clause 1 (Accuracy)

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

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

#### Clause 2 (Privacy)\*

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

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

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

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

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

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

#### Findings of the Committee

11. The headline and opening of the article directly quoted the complaint as having said that the story was "a complete fantasy". It was not in dispute that the article attributed the quote "complete fantasy" to the complainant; the question for the Committee was whether this attribution was inaccurate, misleading, distorted, or – in terms of the headline – unsupported by the text of the article. Having considered the headline in conjunction with the article, it considered that the basis for the attribution was set out: the complainant disputed the accuracy of the training exercise depicted in the autobiography, and considered it had been "dramatised" – most likely as a result of the ghost-writer. The article set out in extensive detail why the complainant thought the book's depiction of events was inaccurate, and raised several points which he disputed. To paraphrase this as the complainant having said that the story was a "complete fantasy" was not inaccurate or misleading, where the thrust of the complainant's position – that the depiction of events as set out in the autobiography differed in several key respects from what had actually happened – was not substantively different from the headline and article opening's summary of his views. There was no breach of Clause 1.

12. Notwithstanding this, the Committee welcomed the publication of wording putting the complainant's position on record.

13. The complainant had said that his comments that he was "shocked and staggered" had been taken out of context, as this was actually him expressing surprise and pleasure at having been mentioned in the book – rather than a comment on any inaccuracies within the autobiography. However, the Committee noted that these comments had been made in the context of a discussion about what the complainant saw as an inaccurate recollection of the flying exercise. Taking this into account, and on balance, the Committee did not consider the article inaccurate, distorted, or misleading on this point, and there was no breach of Clause 1.

14. The complainant considered that any inaccuracies within the book would have been as a result of the book being ghost-written, rather than as a result of the Duke, and considered that article should have made this clear. The Committee noted that the article did directly quote the complainant as having said "I think the reference to the flying sorties has been dramatised. I think it's a result of the ghost writing." The Committee considered that the article was not inaccurate in the manner suggested by the complainant on this point, and there was no breach of Clause 1.

15. Newspapers have discretion over the selection of material for publication, provided the Code is not otherwise breached. Therefore, concerns that the article had "cherry-picked" information did not represent a breach of Clause 1.

16. The complainant had expressed concerns framed under Clause 10 and Clause 2 in relation to unusual noises he had heard on his devices. However, he had not alleged that the publication was responsible for the interference, and the Committee therefore did not consider that there was sufficient basis to identify a possible breach of Clause 2 or Clause 10 in relation to the complainant's electronic devices on the part of the publication.

### Conclusions

17. The complaint was not upheld.

### Remedial action required

18. N/A

Date complaint received: 06/06/2023

Date complaint concluded by IPSO: 24/10/2023

Decision of the Complaints Committee – 14285-23 Booley v  
nottinghampost.com

Summary of Complaint

1. Michael Booley complained to the Independent Press Standards Organisation that nottinghampost.com breached Clause 1 (Accuracy), Clause 2 (Privacy), Clause 10 (Clandestine devices and subterfuge) of the Editors' Code of Practice in an article headlined "Prince Harry's army instructor says story in new book Spare 'a fantasy'", published on 22 January 2023.
2. The article, which appeared online only, reported on comments the complainant had made regarding his experience accompanying the Duke of Sussex on a flight training exercise, which the Duke had subsequently described in his autobiography. It reported that the complainant had said that "a dramatic account of a 'suicide' training flight in the prince's new book isn't accurate" and that, "in an exclusive interview with [another publication], ex Sargeant Major Michael Booley said every detail of training flights was discussed beforehand. He said he was left 'staggered' by the prince's claims and even shocked".
3. The article then went on to report that the complainant "questions parts of Spare, which was ghostwritten by leading author John Joseph Moehringer [...] He adds: 'I think the reference to flying sorties has been dramatised. I think it's a result of the ghost writing.'"
4. Prior to IPSO receiving a complaint, the article headline was amended to read "Prince Harry's army instructor says story in new book Spare 'dramitised for effect'".
5. The complainant said that the article breached Clause 1, and denied that he had said that the Duke's account of the incident was a "fantasy". He also said that the article had presented his statement that he was "staggered" in an inaccurate and misleading manner. He said the article presented his shock as being due to the alleged inaccuracies in Prince Harry's story – whereas in reality, he was in shock at being mentioned, and complimented, in the autobiography. He further said that he had never said that the claims in the book had been dramatised "for effect", as the amended headline claimed.
6. The complainant said that the article breached Clause 1, and denied that he had said that the Duke's account of the incident was a "fantasy". He also said that the article had presented his statement that he was "staggered" in an inaccurate and misleading manner. He said the article presented his shock as being due to the alleged inaccuracies in Prince Harry's story – whereas in reality, he was in shock at being mentioned, and complimented, in the autobiography.

7. The complainant also said that the article inaccurately suggested that he believed the alleged inaccuracies in the autobiography were due to the Duke. The complainant said he actually believed these inaccuracies were due to the autobiography being ghostwritten. He also said that the conversation which formed the basis of the article was extensive and that the publication had cherry-picked parts of it in a way that breached the terms of Clause 1.

8. During IPSO's investigation, the complainant provided it with messages between the complainant and a reporter at another publication, which acted as a basis for the article under complaint. The reporter had, during the conversation, sent the complainant a list of quotes he said he wanted to include in the article. This included the following:

*"I am staggered by this. In shock even. Whilst the book compliments me, the recollection of the sorties and lessons is inaccurate I'm afraid".*

9. During the conversation, the complainant also said: "The book is [g]host [w]ritten and there fire inaccuracies [sic] are apparent [...] I would not go so far as saying 'Harry was mistaken' [...] it is ghost written [...] so very unfair to conclude Harry actually said it [...] it may well be the writer who has presented it that way to dramatise it".

10. The publication accepted that the complainant had not described the autobiography's description of events as a "fantasy". It said that another publication had used the word "fantasy" in its reporting – with an article headline describing the anecdote as a "flight of fantasy" – and it had incorrectly presented this as a quote from the complainant in its headline.

11. Six days after being passed the complaint by IPSO, the publication added the following correction to the top of the article:

*"A previous version of this article reported that Sergeant Major Michael Booley stated that the version of events published in Prince Harry's 'Spare' was a 'complete fantasy'. In fact, Booley has never made any reference to this version of events as being 'fantasy', but believed the reference to flying sorties was 'dramatised' and disputed the accuracy of some other accounts in the book. We are happy to clarify this and apologise for the error."*

12. Turning to the question of whether the publication had presented the complainant's comment that he was "in shock" in a misleading manner – where he said that had actually been said positively in response to the book – the publication noted that the complainant didn't dispute having said this. Notwithstanding this, three days after the start of IPSO's investigation the publication proposed to amend the correction it had already published to include the following line: "Booley has also asked us to clarify that his 'staggered' quote was a 'pleasant comment' in response to him being mentioned in the book."

13. The publication did not accept that the terms of Clause 2 or Clause 10 were engaged.

#### Relevant Clause Provisions

##### Clause 1 (Accuracy)

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

##### Clause 2 (Privacy)\*

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

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

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

#### Findings of the Committee

14. The headline directly quoted the complainant as having said that the story was “a fantasy”. It was not in dispute that the headline attributed the quote “complete fantasy” to the complainant; the question for the Committee was whether this attribution was inaccurate, misleading, distorted, or unsupported by the text of the article. Having considered the headline in conjunction with the article, it considered that the basis for the online headline’s attribution was set out: the complainant disputed the accuracy of the training exercise depicted in the autobiography, and considered it had been “dramatised” – most likely as a result of the ghost-writer. The article set out in extensive detail why the complainant thought the book’s depiction of events was inaccurate, and raised several points which he disputed. To paraphrase this as the complainant having said that the story was a “fantasy” was not inaccurate or misleading, where the thrust of the complainant’s position – that the depiction of events as set out in the autobiography differed in several key respects from what had actually happened – was not substantively different from the headline’s summary of his views. There was no breach of Clause 1.

15. Notwithstanding this, the Committee welcomed the publication of wording putting the complainant’s position on record.

16. The complainant had said that his comments that he was “shocked and staggered” had been taken out of context, as this was actually him expressing surprise and pleasure at having been mentioned in the book – rather than a comment on any inaccuracies within the autobiography. However, he had been sent this specific quote prior to the article’s publication. The complainant had not said that this was inaccurate, and these comments had been made in the context of a discussion about what the complainant saw as an inaccurate recollection of the flying exercise. Taking these factors into account, and on balance, the Committee did not consider the article inaccurate, distorted, or misleading on this point, and there was no breach of Clause 1.

17. Where the complainant had said in his messages to a journalist at another publication that he believed that the anecdote had been “dramatised”, and had speculated that the ghost-writer had presented the anecdote this way purposefully, the amended headline – “Prince Harry’s army instructor says Spare story was ‘dramatised for effect’” – was not an inaccurate or misleading summary of his comments. There was no breach of Clause 1 on this point.

18. The complainant considered that any inaccuracies within the book would have been as a result of the book being ghost-written, rather than as a result of the Duke, and considered that article should have made this clear. The Committee noted that the article did directly quote the complainant as having said “I think the reference to the flying sorties has been dramatised. I think it’s a result of the ghost writing.” The Committee considered that the article was not inaccurate in the manner suggested by the complainant on this point, and there was no breach of Clause 1.

19. Newspapers have discretion over the selection of material for publication, provided the Code is not otherwise breached. Therefore, concerns that the article had “cherry-picked” information did not represent a breach of Clause 1.

20. The complainant had expressed concerns framed under Clause 10 and Clause 2 in relation to unusual noises he had heard on his devices. However, he had not alleged that the publication was responsible for the interference, and the Committee therefore did not consider that there was sufficient basis to identify a possible breach of Clause 2 or Clause 10 in relation to the complainant’s electronic devices on the part of the publication.

#### Conclusions

21. The complaint was not upheld.

#### Remedial action required

22. N/A

Date complaint received: 06/06/2023

Date complaint concluded by IPSO: 24/10/2023



## Decision of the Complaints Committee – 14289-23 Booley v dailystar.co.uk

### Summary of Complaint

1. Michael Booley complained to the Independent Press Standards Organisation that dailystar.co.uk breached Clause 1 (Accuracy), Clause 2 (Privacy), and Clause 10 (Clandestine devices and subterfuge) of the Editors' Code of Practice in an article headlined "Prince Harry's Spare story is complete fantasy - but he will always be my friend", published on 22 January 2023.

2. The article, which appeared online only, reported on comments the complainant had made regarding his experience accompanying the Duke of Sussex on a flight training exercise, which the Duke had subsequently described in his autobiography. It reported that the complainant had "been left 'staggered' by [this] section of the royal's memoir Spare", and had "told [another publication]: ' I am staggered by this, in shock even.'"

3. It went on to report that the complainant had "dismiss[e]d the prince's tale, saying: 'Whilst the book compliments me, the recollection of the sorties (combat missions) and lessons is inaccurate, I'm afraid'". It also included a quote from the complainant, in which he said "I think the reference to the flying sorties has been dramatised. I think it's a result of the ghost writing."

4. The complainant said that the article breached Clause 1, and denied that he had said that the Duke's account of the incident was a "complete fantasy". He also said that the article had presented his statement that he was "staggered by this, in shock even" in an inaccurate and misleading manner. He said the article presented his shock as being due to the alleged inaccuracies in Prince Harry's story – whereas in reality, he was in shock at being mentioned, and complimented, in the autobiography.

5. The complainant also said that the article inaccurately suggested that he believed the alleged inaccuracies in the autobiography were due to the Duke. The complainant said he actually believed these inaccuracies were due to the autobiography being ghostwritten. He also said that the conversation which formed the basis of the article was extensive and that the publication had cherry-picked parts of it in a way that breached the terms of Clause 1.

6. The complainant also said that Clause 2 and Clause 10 may have been breached, as he had heard strange noises on his iPad and telephone – though he did not specifically say that the publication had caused these noises.

7. During IPSO's investigation, the complainant provided it with messages between the complainant and a reporter at another publication, which acted as a basis for the article under complaint. The reporter had, during the conversation,

sent the complainant a list of quotes he said he wanted to include in the article. This included the following:

*"I am staggered by this. In shock even. Whilst the book compliments me, the recollection of the sorties and lessons is inaccurate I'm afraid".*

8. The publication accepted that the complainant had not described the autobiography's description of events as a "complete fantasy". It said that another publication had used the word "fantasy" in its reporting – with an article headline describing the anecdote as a "flight of fantasy" – and it had incorrectly presented this as a quote from the complainant in its headline.

9. Six days after being passed the complaint by IPSO, the publication amended the article's headline so it instead read: "Prince Harry has dramatised his Spare story – but he will always be my friend". It also added the following correction to the top of the article on the same date:

*"A previous version of this article reported that Sergeant Major Michael Booley stated that the version of events published in Prince Harry's 'Spare' was a 'complete fantasy'. In fact, Booley has never made any reference to this version of events as being 'fantasy', but believed the reference to flying sorties was 'dramatised' and disputed the accuracy of some other accounts in the book. We are happy to clarify this and apologise for the error."*

10. Turning to the question of whether the publication had presented the complainant's comment that he was "in shock [...] staggered even" in a misleading manner – where he said that had actually been said positively in response to the book – the publication noted that the complainant didn't dispute having said this. It also noted that the complainant had sight of the context in which the publication planned to use this quote prior to publication, and raised no objections at the time. Notwithstanding this, three days after the start of IPSO's investigation the publication proposed to amend the correction it had already published to include the following line: "Booley has also asked us to clarify that his 'staggered' quote was a 'pleasant comment' in response to him being mentioned in the book."

11. The publication did not accept that the terms of Clause 2 or Clause 10 were engaged.

### 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.

ii) 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 10 (Clandestine devices and subterfuge)\*

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

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

#### Findings of the Committee

12. The headline directly quoted the complaint as having said that "Prince Harry's Spare story is complete fantasy". This clearly attributed the quote "complete fantasy" to the complainant; the question for the Committee was whether this attribution was inaccurate, misleading, distorted, or unsupported by the text of the article. Having considered the headline in conjunction with the article, it considered that the basis for the headline's attribution was set out: the complainant disputed the accuracy of the training exercise depicted in the autobiography, and considered it had been "dramatised" – most likely as a result of the ghost-writer. The article set out in extensive detail why the complainant thought the book's depiction of events was inaccurate, and raised several points which he disputed. To paraphrase this as the complainant having

said that the story was a “complete fantasy” was not inaccurate or misleading, where the thrust of the complainant’s position – that the depiction of events as set out in the autobiography differed in several key respects from what had actually happened – was not substantively different from the headline’s summary of his views. There was no breach of Clause 1.

13. Notwithstanding this, the Committee welcomed the publication of wording putting the complainant’s position on record.

14. The complainant had said that his comments that he was “shocked and staggered” had been taken out of context, as this was actually him expressing surprise and pleasure at having been mentioned in the book – rather than a comment on any inaccuracies within the autobiography. However, these comments had been made in the context of a discussion about what the complainant saw as an inaccurate recollection of the flying exercise. On balance, the Committee did not consider the article inaccurate, distorted, or misleading on this point, and there was no breach of Clause 1.

15. The complainant considered that any inaccuracies within the book would have been as a result of the book being ghost-written, rather than as a result of the Duke, and considered that article should have made this clear. The Committee noted that the article did directly quote the complainant as having said “I think the reference to the flying sorties has been dramatised. I think it’s a result of the ghost writing.” The Committee considered that the article was not inaccurate in the manner suggested by the complainant on this point, and there was no breach of Clause 1.

16. Newspapers have discretion over the selection of material for publication, provided the Code is not otherwise breached. Therefore, concerns that the article had “cherry-picked” information did not represent a breach of Clause 1.

17. The complainant had expressed concerns framed under Clause 10 and Clause 2 in relation to unusual noises he had heard on his devices. However, he had not alleged that the publication was responsible for the interference, and the Committee therefore did not consider that there was sufficient basis to identify a possible breach of Clause 2 or Clause 10 in relation to the complainant’s electronic devices on the part of the publication.

### Conclusions

18. The complaint was not upheld.

### Remedial action required

19. N/A

Date complaint received: 06/06/2023

Date complaint concluded by IPSO: 24/10/2023

## Decision of the Complaints Committee – 14297-23 Booley v walesonline.co.uk

### Summary of Complaint

1. Michael Booley complained to the Independent Press Standards Organisation that walesonline.co.uk breached Clause 1 (Accuracy), Clause 2 (Privacy), and Clause 10 (Clandestine devices and subterfuge) of the Editors' Code of Practice in an article headlined "Prince Harry story from Spare is 'complete fantasy' says former army instructor", published on 23 January 2023.

2. The article, which appeared online only, reported on comments the complainant had made regarding his experience accompanying the Duke of Sussex on a flight training exercise, which the Duke had subsequently described in his autobiography. The sub-headline to the article read: "Ex-Sergeant Major Michael Booley says he is in shock over claims made by Harry in his controversial memoir".

3. The article went on to quote the complainant as having said "I am staggered by this. In shock even," and reported that he had "claimed the prince's tale is untrue, saying: 'Whilst the book compliments me, the recollection of the sorties and lessons is inaccurate I'm afraid".

4. Prior to a complaint being made to IPSO, the headline was amended to read "Prince Harry story from Spare 'dramatised for effect', says former army instructor".

5. The complainant said that the article breached Clause 1, and denied that he had said that the Duke's account of the incident was a "complete fantasy". He also said that the article had presented his statement that he was "staggered" and "in shock" in an inaccurate and misleading manner. He said the article presented his shock as being due to the alleged inaccuracies in Prince Harry's story – whereas in reality, he was in shock at being mentioned, and complimented, in the autobiography. He further said that he had never said that the claims in the book had been dramatised "for effect", as the amended headline claimed.

6. The complainant also said that the article inaccurately suggested that he believed the alleged inaccuracies in the autobiography were due to the Duke. The complainant said he actually believed these inaccuracies were due to the autobiography being ghostwritten. He also said that the conversation which formed the basis of the article was extensive and that the publication had cherry-picked parts of it in a way that breached the terms of Clause 1.

7. During IPSO's investigation, the complainant provided it with the messages between the complainant and a reporter at another publication, which acted as a basis for the article under complaint. The reporter had, during the conversation, sent the complainant a list of quotes he said he wanted to include in the article. This included the following:

*"I am staggered by this. In shock even. Whilst the book compliments me, the recollection of the sorties and lessons is inaccurate I'm afraid".*

8. During the conversation, the complainant also said "The book is [g]host [w]ritten and there fire inaccuracies [sic] are apparent [...] I would not go so far as saying 'Harry was mistaken' [...] it is ghost written [...] so very unfair to conclude Harry actually said it [...] it may well be the writer who has presented it that way to dramatise it".

9. On the day it was passed the complaint by IPSO, the publication added the following correction to the top of the article:

*"A previous version of this article reported that Sergeant Major Michael Booley stated that the version of events published in Prince Harry's 'Spare' was a 'complete fantasy'. In fact, Booley has never made any reference to this version of events as being 'fantasy', but believed the reference to flying sorties was 'dramatised' and disputed the accuracy of some other accounts in the book. We are happy to clarify this and apologise for the error."*

10. Turning to the question of whether the publication had presented the complainant's comment that he was "in shock" in a misleading manner – where he said that had actually been said positively in response to the book – the publication noted that the complainant didn't dispute having said this. Notwithstanding this, three days after the start of IPSO's investigation the publication proposed to amend the correction it had already published to include the following line: "Booley has also asked us to clarify that his 'staggered' quote was a 'pleasant comment' in response to him being mentioned in the book."

11. The publication did not accept that the terms of Clause 2 or Clause 10 were engaged.

### Relevant Clause Provisions

#### Clause 1 (Accuracy)

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

ii) A significant inaccuracy, misleading statement or distortion must be corrected, promptly and with due prominence, and — where appropriate — an apology

published. In cases involving IPSO, due prominence should be as required by the regulator.

iii) A fair opportunity to reply to significant inaccuracies should be given, when reasonably called for.

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

#### Clause 2 (Privacy)\*

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

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

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

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

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

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

#### Findings of the Committee

12. The headline directly quoted the complaint as having said that the story was a "complete fantasy". It was not in dispute that the headline attributed the quote "complete fantasy" to the complainant; the question for the Committee was whether this attribution was inaccurate, misleading, distorted, or unsupported by the text of the article. Having considered the headline in conjunction with the article, it considered that the basis for the online headline's attribution was set out: the complainant disputed the accuracy of the training exercise depicted in the autobiography, and considered it had been "dramatised". The article set out in detail why the complainant thought the book's depiction of events was inaccurate, and raised several points which he disputed. To paraphrase this as the complainant having said that the story was a "complete fantasy" was not



inaccurate or misleading, where the thrust of the complainant's position – that the depiction of events as set out in the autobiography differed in several key respects from what had actually happened – was not substantively different from the headline's summary of his views. There was no breach of Clause 1.

13. complainant had said that his comments that he was "shocked" and "staggered" had been taken out of context, as this was actually him expressing surprise and pleasure at having been mentioned in the book – rather than a comment on any inaccuracies within the autobiography. However, these comments had been made in the context of a discussion about what the complainant saw as an inaccurate recollection of the flying exercise. On balance, the Committee did not consider the article inaccurate, distorted, or misleading on this point, and there was no breach of Clause 1.

14. Where the complainant had said in his messages to a journalist at another publication that he believed that the anecdote had been "dramatized", and had speculated that the ghost-writer had presented the anecdote this way purposefully, the amended online headline – "Prince Harry's army instructor says Spare story was 'dramatised for effect'" was not an inaccurate or misleading summary of his comments. There was no breach of Clause 1 on this point.

15. The complainant considered that any inaccuracies within the book would have been as a result of the book being ghost-written, rather than as a result of the Duke, and considered that article should have made this clear. Newspapers have discretion over the selection of material for publication, provided the Code is not otherwise breached. While the complainant disputed the accuracy of the depiction of the training in the autobiography, the publication was not obligated to include the complainant's speculation as to how this inaccuracy had come about. There was no breach of Clause 1 on this point, and concerns that the article had "cherry-picked" information did not represent a breach of Clause 1.

16. The complainant had expressed concerns framed under Clause 10 and Clause 2 in relation to unusual noises he had heard on his devices. However, he had not alleged that the publication was responsible for the interference, and the Committee therefore did not consider that there was sufficient basis to identify a possible breach of Clause 2 or Clause 10 in relation to the complainant's electronic devices on the part of the publication.

### Conclusions

17. The complaint was not upheld.

### Remedial action required

18. N/A

Date complaint received: 06/06/2023

Date complaint concluded by IPSO: 24/10/2023

## APPENDIX E

### Decision of the Complaints Committee – 14282-23 Booley v Sunday Mirror

#### Summary of Complaint

1. Booley complained to the Independent Press Standards Organisation that The Sunday Mirror breached Clause 1 (Accuracy), Clause 2 (Privacy), and Clause 10 (Clandestine devices and subterfuge) of the Editors' Code of Practice in an article headlined "FLIGHT OF FANTASY", published on 22 January 2023.

2. The article reported on comments the complainant had made regarding his experience accompanying the Duke of Sussex on a flight training exercise, which the Duke had subsequently described in his autobiography. It opened by stating: "Prince Harry's dramatic account of a 'suicide' training flight is a fantasy – says the man who was sitting alongside him [the complainant]". It went on to report that:

*"The royal claims in his autobiography that an Army instructor deliberately stalled their Slingsby T67 Firefly propeller plane without warning. But ex-Sergeant Major Michael Booley insists every detail of training flights is discussed beforehand. And he tells the Sunday Mirror: 'I am staggered by this. In shock even.'"*

3. The article included a further direct quote from the complainant, in which he said: "I think the reference to the flying sorties has been dramatised. I think it's a result of the ghost writing."

4. The article also appeared online in substantially the same format, under the headline "Prince Harry's army instructor says story in Spare book is 'complete fantasy'". Prior to a complaint being made to IPSO, on 22 January 2023, the publication amended this headline so it instead read: "Prince Harry's army instructor says Spare story was 'dramatised for effect'".

5. Prior to the article's publication, a reporter acting on behalf of the newspaper had a conversation with the complainant via a messaging app; this conversation was the basis of the article. At the start of the conversation, the reporter referenced a journalist at another, separate publication, and that he was aware that the complainant had been working with him on a story that had ultimately not been published. In response, the complainant had said "I assume you have my exchange with him, I stand by all I wrote". He also provided screenshots of the earlier correspondence to the journalist.

6. During the conversation, the complainant also said "The book is [g]host [w]ritten and there fire inaccuracies [sic] are apparent [...] I would not go so far as saying 'Harry was mistaken' [...] it is ghost written [...] so very unfair to

conclude Harry actually said it [...] it may well be the writer who has presented it that way to dramatise it”.

7. The journalist had, during the conversation, sent the complainant a list of quotes he said he wanted to include in the article. This included the following:

*“I am staggered by this. In shock even. Whilst the book compliments me, the recollection of the sorties and lessons is inaccurate I’m afraid [...] I think the reference to the flying sorties has been dramatised.”*

8. The complainant said that the article breached Clause 1, and denied that he had said that the Duke’s account of the incident was a “fantasy”. He also said that the article had presented his statement that he was “staggered by this [...] In shock even” in an inaccurate and misleading manner. He said the article presented his shock as being due to the alleged inaccuracies in Prince Harry’s story – whereas in reality, he was in shock at being mentioned, and complimented, in the autobiography. He further said that he had never said that the claims in the book had been dramatised “for effect”, as the amended headlines claimed.

9. The complainant also said that the article inaccurately suggested that he believed the alleged inaccuracies in the autobiography were due to the Duke. The complainant said he actually believed these inaccuracies were due to the autobiography being ghostwritten. He also said that the conversation which formed the basis of the article was extensive and that the publication had cherry-picked parts of it in a way that breached the terms of Clause 1. He further said that he had requested to have sight of the full article before it was published, and the publication had refused – which he said represented a further breach of Clause 1.

10. The complainant also said that Clause 2 and Clause 10 may have been breached, as he had heard strange noises on his iPad and telephone around the time of the article’s publication. He therefore thought someone was listening into his calls, though he did not specifically say that the publication had caused these noises or were listening in to his calls. He further said that another journalist had passed a conversation with him to the publication, which he considered to be a breach of his privacy.

11. The publication did not accept a breach of the Code. Turning first to the headline of the print article, it noted that the phrase “Flight of Fantasy” was not attributed to the complainant, and it said the headline was the publication’s own characterisation of the anecdote. It said it was satisfied that the article reported what the complainant had said to the publication “fairly and accurately”, and said that the quotes the complainant disputed were put to him prior to publication, and that the complainant had responded in writing: “Yes ok...I agree with this...thank you”.

12. The publication accepted that the online headline claimed that the complainant had said that the Duke's recollection of the training exercise was a "fantasy", and that this was not in fact a direct quote from the complainant. It said it had already amended the online headline, and six days after being contacted by IPSO about the complaint it added the following correction and apology to the top of the online article:

*"A previous version of this article reported that Sergeant Major Michael Booley stated that the version of events published in Prince Harry's 'Spare' was a 'complete fantasy'. In fact, Booley has never made any reference to this version of events as being 'fantasy', but believed the reference to flying sorties was 'dramatised' and disputed the accuracy of some other accounts in the book. We are happy to clarify this and apologise for the error."*

13. Turning to the question of whether the article had presented the complainant's comment that he was "in shock [...] staggered even" in a misleading manner, the publication noted that the complainant didn't dispute having said this. It also noted that the complainant had sight of the context in which the publication planned to use this quote prior to publication, and raised no objections at the time. Notwithstanding this, three days after the start of IPSO's investigation the publication proposed to amend the correction it had already published to include the following line: "Booley has also asked us to clarify that his 'staggered' quote was a 'pleasant comment' in response to him being mentioned in the book." It also proposed on the same date to publish the following correction in its print edition, should IPSO's Complaints Committee find a breach of the Code:

*"In regards to our article 'Flight of fantasy', 22 June, we have been asked to clarify that Michael Booley's 'staggered and shocked' quote was a 'pleasant comment' in response to him being mentioned in the book. We are happy to clarify this."*

14. The publication did not accept that the terms of Clause 2 or Clause 10 were engaged.

#### Relevant Clause Provisions

##### Clause 1 (Accuracy)

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

iii) A fair opportunity to reply to significant inaccuracies should be given, when reasonably called for.

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

#### Clause 2 (Privacy)\*

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

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

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

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

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

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

#### Findings of the Committee

15. The online headline directly quoted the complaint as having said that "Prince Harry's [...] story in Spare book is 'complete fantasy'", and both versions of the article paraphrased the complainant as having said "Prince Harry's dramatic account of a 'suicide' training flight is a fantasy". The Committee noted that single quote marks do not always denote a direct quotation; they can, for instance, indicate that someone is being paraphrased, or that the portion of text which appears within single quote marks is the publication's characterisation of comments. However, in this case, the use of inverted commas in tandem with a reference to "Prince Harry's former army instructor" having "sa[id]" the phrase clearly attributed the quote "complete fantasy" to the complainant. The question for the Committee was whether this attribution was inaccurate, misleading, distorted, or unsupported by the text of the article.

16. Having considered the online headline in conjunction with the article, it considered that the basis for the attribution was clear: the complainant disputed the accuracy of the training exercise depicted in the autobiography, and considered it had been “dramatised” – most likely as a result of the ghost-writer. The article set out in extensive detail why the complainant thought the book’s depiction of events was inaccurate, and raised several points which he disputed. To quote the complainant having said that the story was a “complete fantasy” was not inaccurate or misleading, where the thrust of the complainant’s position – that the depiction of events as set out in the autobiography differed in several key respects from what had actually happened – was not substantively different from the headline’s summary of his views. There was no breach of Clause 1.

17. Notwithstanding this, the Committee welcomed the publication of wording putting the complainant’s position on record.

18. The headline of the print article – “FLIGHT OF FANTASY” – was not presented as a comment made by the complainant. In addition, it was not in dispute that the complainant disputed the accuracy of the flying exercise as described in the autobiography. The headline was not therefore, in and of itself, inaccurate or misleading. The Committee further noted that headlines are intended to be summaries of the content of articles; it was not feasible for the Committee to expect a headline to explain in exhaustive detail the specifics of the complainant’s thoughts on the autobiography and the Duke of Sussex. In such circumstances, the Committee did not consider that the headline of the print article was inaccurate, distorted, or misleading, and there was no breach of Clause 1 on this point.

19. The article opened with a paraphrased quote from the complainant, which said that “Prince Harry’s dramatic account of a ‘suicide’ training flight is a fantasy”. However, placing this opening in the context of the article as a whole, it was made clear that, although the complainant considered that “the flying sorties ha[d] been dramatised” he thought this was “a result of the ghost writing.” Read in the context of the article as a whole, and taking the complainant’s comments to the reporter prior to publication into account, the Committee did not consider this to be an inaccurate paraphrase of the complainant’s position. There was no breach of Clause 1 on this point.

20. The complainant had said that his comments that he was “shocked and staggered” had been taken out of context, as this was actually him expressing surprise and pleasure at having been mentioned in the book – rather than a comment on any inaccuracies within the autobiography. However, these comments had been made in the context of a discussion about what the complainant saw as an inaccurate recollection of the flying exercise; the complainant had said “I am staggered by this. In shock even” before going on to say, in the same message, “whilst the book compliments me, the recollection of the sorties and lessons is inaccurate I’m afraid”. On this basis, the Committee

did not consider the article inaccurate, distorted, or misleading on this point, and there was no breach of Clause 1.

21. Where the complainant had said in his messages to the writer that he believed that the anecdote had been “dramatised”, and had speculated that the ghost-writer had presented the anecdote this way purposefully, the amended online headline – “Prince Harry's army instructor says Spare story was 'dramatised for effect'” was not an inaccurate or misleading summary of his comments. There was no breach of Clause 1 on this point.

22. Newspapers have discretion over the selection of material for publication, provided the Code is not otherwise breached. There is also no obligation for publications to provide interested parties with full articles prior to publications. The complainant’s concerns on these points did not therefore raise a breach of Clause 1.

23. The complainant had expressed concerns framed under Clause 10 and Clause 2 in relation to unusual noises he had heard on his devices. However, he had not alleged that the publication was responsible for the interference, and the Committee therefore did not consider that there was sufficient basis to identify a possible breach of Clause 2 or Clause 10 in relation to the complainant’s electronic devices on the part of the publication.

24. The complainant had expressed concern that the publication had intruded into his private life, as it had received details from another publication about a potential article. The Committee first noted that the newspaper was not responsible for any actions undertaken by a journalist working on behalf of another publication; the question of whether the first journalist had intruded into the complainant’s privacy by passing over information was not a matter to be considered in this complaint. The Committee also noted that the complainant had spoken to the journalist acting on behalf of the Sunday Mirror at length, and had in fact passed him copies of his correspondence with the other journalist unprompted. Taking these factors into account, the Committee did not consider that the publication had not respected the complainant’s private and family life in the manner alleged by the complainant, and there was no breach of Clause 2.

### Conclusions

25. The complaint was not upheld.

### Remedial action required

26. N/A

Date complaint received: 06/06/2023

Date complaint concluded by IPSO: 24/10/2023



**APPENDIX F**

<b>Paper no.</b>	<b>File number</b>	<b>Name v publication</b>
2961	01817-23	Cleary v Wales Online
2988	18473-23	Clunes v Mail Online
2895	09775-23	Rizwan v Daily Mirror
2971	17799-23	Thomson v edinburghlive.co.uk
2972	17652-23	Potucek v The Daily Telegraph
2998	18539-23	Garnier MP v Tenbury Wells Advertiser
2891	11838-22/12574-22/17313-23/18528-23	Hibbert v birminghammail.co.uk
2948	16962-23	Shaw v The Sentinel (Stoke)
3019	01817-23	Cleary v South Wales Echo
2991	17342-23	Marsh v Daily Mirror
3000	18301-23	Taylor v The Herald on Sunday
3004	19679-23/19756-23	Saunders v walesonline.co.uk/mirror.co.uk
3008	17700-23	Calvert v The Daily Telegraph
3029	18055-23/18056-23/18057-23	Rizwan v essexlive.news/walesonline.co.uk/getreading.co.uk
3031	14277-23/14280-23	Booley v birminghammail.co.uk/dailyrecord.co.uk
3015	18363-23	Ali v Telegraph & Argus
3048	12029-22/13148-22/14369-23	MacDougall v Mail Online