
MINUTES of the COMPLAINTS COMMITTEE MEETING
Wednesday 25 July 2018 at 10.30 am
Gate House, 1 Farringdon Street, London EC4M 7LG

Present Alan Moses (Chairman)
Nazir Afzal
Richard Best
Janette Harkess
Gill Hudson
David Jessel
Andrew Pettie
Neil Watts
Miranda Winram
Nina Wrightson

In attendance: Charlotte Dewar, Director of Operations
Michelle Kuhler, PA and minute taker
Bianca Strohmann, Head of Complaints
Matt Tee, Chief Executive

Also present: Members of the Executive:

John Buckingham
Vikki Julian
Sophie Malleson
Thomas Moseley
Madeline Palacz
Holly Pick
Lauren Sloan
Charlotte Urwin
Hugo Wallis

Observers: Jonathan Grun, Editors' Code of Practice Committee
Neil Benson, Chairman of the Editors Code Committee

1. Apologies for Absence

There were none received.

2. Declarations of Interest

Peter Wright had declared an interest in items 6, 7 & 8, the principal business of the meeting, and was not in attendance. Neil Benson, who was observing, declared an interest in item 8 and left the meeting for this item.

3. Minutes of the Previous Meeting

The Committee approved the minutes of the meeting held on 13 June.

4. Update by the Chairman – oral

The Chairman welcomed Neil Benson, Chairman of the Editors' Code of Practice Committee, as an observer to the meeting.

He informed the committee that this was Nina Wrightson's last meeting. All the Committee expressed their gratitude and thanks to her for her service to IPSO since its foundation. He also informed the Committee that Hugo Wallis would be leaving IPSO in August and thanked him for the immense work that he had carried out whilst with IPSO.

He updated the Committee on the Sub Committee Group that had recently been put together for discussions on Clause 12. They had met for their first meeting and subsequently reported to the Board.

The Chairman finished by handing over to the Chief Executive.

The Chief Executive updated the Committee on his recent meeting with Dame Frances Cairncross. He noted that IPSO would formally be submitting evidence to the inquiry being led by Dame Frances. This was currently being put together and would be discussed at the Liaison Committee meeting. He encouraged the Committee to submit detailed input via email.

5. Matters arising

There were no matters arising.

6. Complaint 02176-18 Chandler v The Mail on Sunday

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

7. Complaint 01735-18 Chandler v The New European

The Committee discussed the complaint. A copy of its decision will be published when it is made public.

8. Complaint 03124-18/03125-18/03128-18 Fletcher v Daily Record/mirror.co.uk Glasgowlive.co.uk

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

9. Discussion paper - Apologies

The Head of Complaints introduced the paper.

The Committee noted the paper and agreed to publish a list of factors that may be relevant to its decision on whether an apology is appropriate under Clause 1 (Accuracy).

10. Complaints Report

The Committee members noted the report.

11. Complaints not adjudicated at a Complaints Committee meeting

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

12. Any other business

The Head of Complaints sought the approval of the committee to distribute an ongoing complaint, which had been discussed previously, via email for comments/decision rather than waiting until September to bring it to the next Committee meeting. The Committee agreed.

13. Date of next meeting

The date of the next meeting was confirmed as Wednesday 5 September.

The meeting ended at 12.30

APPENDIX A

Decision of the Complaints Committee

02176-18 Chandler v Mail on Sunday

Summary of Complaint

1. Christopher Chandler complained to the Independent Press Standards Organisation that The Mail on Sunday breached Clause 1 (Accuracy) of the Editors' Code of Practice in an article headlined "Putin link to Boris and Gove Brexit 'coup'", published on 26 November 2017, and an article headlined "Secretive institute behind No 10 'hijack' letter faces probe by charity watchdog", published on 3 December 2018.
2. The articles were published as part of a wider investigation by the newspaper into allegations of Russian influence in British politics, in particular the policy decisions behind the UK's exit from the European Union.
3. The first article reported that a "Russian link to Boris Johnson and Michael Gove's successful plot to persuade Theresa May to take a tougher stance on Brexit" had been revealed by the newspaper. The article identified the complainant as the Russian link. It explained that a "secret letter" sent to the Prime Minister by two government ministers had been co-ordinated by a senior figure within a UK think tank, the Legatum Institute Foundation, which had been founded by the complainant.
4. The article reported that the complainant had "netted millions" from Russian gas deals following the collapse of the Soviet Union. The article said that a "leading MP" had called for an investigation by Parliament's intelligence and security committee "into Legatum Institute and its influence on the government". The online article made one reference to the complainant as a "Russian tycoon"; it also reported that the complainant was born in New Zealand.
5. The complainant, along with his three partners, founded the Legatum Group in 2006: this is a private investment partnership based in Dubai. The Legatum Group, through its philanthropic arm, Legatum Foundation Limited, is a donor to the think tank, the Legatum Institute Foundation.
6. In the years 2000 and 2001, the complainant's company, Sovereign Global, was a minority shareholder in Gazprom.
7. The article reported that the complainant had "helped President Vladimir Putin's associates take control of Russia's state energy giant Gazprom". It explained that in 2000, shortly after Putin became Russian President for the first time, the complainant "angered by the corruption [he] had witnessed in Gazprom, [was] credited with helping to trigger a boardroom coup which subsequently led to Alexey Miller being installed as head of the company". The article reported that Mr Miller was a "close ally and confidant of Putin".
8. The article reported a statement from a spokesperson from the Legatum Institute regarding Sovereign Global and its alleged involvement in the changes to Gazprom's board:

“Sovereign Global sided with many minority foreign and domestic investors to improve the corporate governance of Gazprom by lobbying for better management. [It] did not have the power to place anyone in a position of authority at Gazprom. It was the Gazprom board that installed Alexey Miller. No one from Sovereign Global Investment ever personally met with President Putin, chose Miller for his role or even vetted him.”

9. The second article was a follow up piece, which reported that the Charity Commission had launched an inquiry into the Legatum Institute. It said that “the controversial think tank which played a key role in the secret Brexit Letter... is being probed by Britain’s charity watchdog”. It reported that the inquiry by the Charity Commission had followed the newspaper’s investigation into the Institute’s “secret role in pushing the Government towards a ‘hard Brexit’ withdrawal from the EU”. The article identified the complainant and reported that “his allies cut deals with President Vladimir Putin’s associates”.
10. The first article was published in substantially the same form online on 25 November 2017, under the headline: “Putin’s link to Boris and Gove’s Brexit ‘coup’ revealed: Tycoon who netted millions from Russian gas deal funds think tank that helped write the minister’s letter demanding May take a tougher stance on leaving the EU”. The second article was published in substantially the same form online on 2 December 2017, under the headline: “Secretive institute behind Boris and Gove’s Brexit letter to ‘hijack’ Number 10 faces probe by charity watchdog”.
11. The complainant said that the articles had created a wholly misleading impression of his role, the Legatum Institute Foundation and - insofar as connected to them - Russia in the UK’s Brexit planning. He said that on that basis, the article had seriously misled the public concerning a matter of great public interest.
12. The complainant denied using his influence to trigger a boardroom coup to install Mr Miller to the CEO of Gazprom. The complainant explained that in May 2000, along with other minority shareholders, he had backed a campaign to elect a single minority shareholder representative director, Boris Fyodorov, to the board of Gazprom. The complainant said that Mr Fyodorov’s appointment was spearheaded by United Funding Group, which acted as custodian of between 6% – 8% of Gazprom’s shares at the time. It was UFG which co-ordinated the minority shareholders to help effect this change to the Gazprom board, with Mr Fyodorov as their representative board member.
13. The complainant said that Mr Fyodorov was not an ally of Putin’s, and was independent of the Russian government. The complainant said that it was this reconfigured board of directors that voted to emplace Alexey Miller as the CEO of Gazprom in May 2001, ten months after the appointment of Mr Fyodorov. The complainant said that he would have had to be a clairvoyant to have foreseen the result of the actions of the minority shareholders some ten months earlier. He said that at no time did he have any ability to influence or affect the composition of the Gazprom board which replaced the former CEO in May 2001.
14. The complainant referred to an article published by the Institutional Investor, dated March 2006 which stated:

At [Gazprom’s] annual general meeting in July 2000, Sovereign and other minority investors succeeded in getting Fyodorov elected to the board over a management candidate. By teaming up with the five government appointees, who were sympathetic to complaints about

management abuses following the election of President Vladimir Putin in March 2000, Fyodorov changed the balance of power at Gazprom. In May 2001 the board removed Vyakhirev as chief executive, kicking him upstairs to the largely ceremonial position of chairman, and installed Alexey Miller, then deputy Energy minister, as his replacement."

15. The complainant said that the first article had further created a distorted impression of his alleged links with President Putin and the Russian state. He expressed concern that the online article had referred to him as a "Russian tycoon", despite the fact that he was born in New Zealand, as made clear in the article. He said that the article was prominently illustrated with photographs of him, labelled "PAYMASTER", alongside images of Putin. The complainant said that this gave the clearly misleading impression that he was a person or part of an organisation that had a degree of financial control over the Russian President. He said that the use of this terminology distorted his role as a mere donor to the Legatum Institute Foundation.
16. The complainant said that the first article further misled the public because it did not inform the reader that his involvement in Gazprom had ended eight years ago. He said the claims made about him in the article were written in the present tense, namely that he and President Putin are "connected" and that they "have" links through Gazprom. He said that presenting the claims in that way was significantly misleading because he had no current connection with Gazprom and no links with Putin of any kind.
17. The complainant said that for the reasons set out above, there was no truth in the allegation that his "allies cut deals with President Vladimir Putin's associates", as reported in the second article.
18. The newspaper did not accept a breach of the Code. It said that the complainant's involvement in the changing composition of the Gazprom board between 2000 and 2001 was a matter of public record. It provided extensive source material relating to the complainant's role in Gazprom, and the appointments of Mr Fyodorov and Mr Miller.
19. The newspaper noted that the first article had made it clear that the complainant had never met President Putin. It said that all the allegations were put to the complainant, via the Legatum Institute, prior to publication. The newspaper provided this pre-publication correspondence. In it, the journalist requested a response to a number of questions relating to the complainant's knowledge of the letter which was the subject of the article. The journalist also noted to the Institute that an MP had "called for the Intelligence Select Committee to investigate the source of the Chandler's money and their influence over Legatum" and had "cited Christopher's work with Putin's associates to install Alexey Miller, Putin's old deputy, as head of Gazprom after Putin's election as President in 2000."
20. The newspaper provided the article published by the Institutional Investor, referred to by the complainant above. It noted how the article described how following his appointment in 2000, Mr Fyodorov subsequently colluded with the five Putin government appointees on the board of Gazprom to oust the existing CEO and install Alexey Miller in May 2001. It said that prior to his appointment Mr Miller was deputy Energy Minister and a confidant of President Putin. The newspaper said that by virtue of his vote the complainant had facilitated the appointment of Mr Fyodorov to the board of Gazprom. It said that this appointment, in turn, facilitated the subsequent boardroom coup which resulted in the ousting of the then CEO and the installing of President Putin's ally, Mr Miller: this was set out accurately in the article.

21. During the course of IPSO's investigation, the newspaper provided a prospectus which had been published by the complainant's brother's company, Clermont Group, in April 2018, which described how the Chandler brothers had made reforming changes at companies in which they had a stake, including Gazprom. The newspaper said that the document revealed how the complainant had installed Mr Fyodorov, and then appealed directly to President Putin regarding the changes he wanted to make at Gazprom. The prospectus stated:

"Responding to the Russian government's expressed interest in liberalising Gazprom's ownership structure, Sovereign also prepared a series of recommendations on how the ownership structure could be reformed... After producing several papers outlining Sovereign's vision of reform for Gazprom, Sovereign eventually appealed directly to President Vladimir Putin. As a result, Alexey Miller, a young economist and close ally of the president, replaced Gazprom CEO Rem Vyakhirev in 2001.

22. The newspaper also provided an investment profile of Gazprom published by a company owned by the complainant, Orient Global, which was created in 2006 following the demerger of Sovereign Global. It said that this document set out how the complainant had been instrumental in forcing reforms in Gazprom's governance: the complainant ensured that Mr Fyodorov was appointed to the board and, in turn, he was important in the boardroom coup that gave advantage to Mr Putin and his allies. The document stated:

"Sovereign, being the largest shareholder in Gazprom after the Russian government, assured the Presidential administration that they could rely upon the support of minority shareholders whose votes could be essential in providing the crucial swing seat on the Gazprom board."

23. The newspaper said that the first article did not state that the complainant was involved directly in the subsequent coup which installed Mr Miller; it said that he helped President Putin's associates take control and that he "helped trigger" the coup.
24. The newspaper noted the complainant's position that he had no way of knowing or ensuring that the vote to install Mr Fyodorov would lead to the election of Putin's ally Mr Miller as CEO. The newspaper said that even if that was so, that was the effect. It suggested that President Putin would have been grateful that the complainant assisted in installing Mr Fyodorov, who was an important figure in the boardroom coup which resulted in Mr Miller's appointment as CEO. The newspaper provided previous coverage which reported that Mr Fyodorov's vote, along with the five government controlled seats on the Gazprom 11-seat board, constituted the majority vote which put Mr Miller on the board.
25. The newspaper said that the first article was clear throughout that the connection with Gazprom was historic. It said that the article had made clear that the events took place in the early noughties and noted that the details of these events were written in the past tense. It said that although the complainant's relationship with Gazprom terminated eight years ago, it did not follow that it was misleading to suggest that the complainant has any links with President Putin. The basis for this link was set out in the article, which also made clear that neither the complainant, nor anyone from Sovereign Global, had met President Putin.
26. The newspaper said that the reference to the complainant as a "Russian tycoon" appeared in the online version of the article only. It said that it was online for a matter of hours before the mistake was noticed and removed. While the newspaper acknowledged that the complainant was not a Russian citizen, the newspaper said that a reasonable reader would understand that

the reference to “Russian” related to Mr Chandler’s extensive business interests in the country, rather than his nationality, particularly where the article made clear that the complainant was born in New Zealand. Notwithstanding this, the newspaper offered to publish a footnote clarification to the online article as a gesture of goodwill, as well as a standalone correction online for 24 hours. It suggested the following wording:

“An earlier version of this article labelled Mr Christopher Chandler as a “Russian tycoon”. We would like to make it clear that Mr Chandler is not a Russian citizen, but rather a New Zealander”.

27. The newspaper noted that the word “paymaster” appeared in a picture caption, which stated: “PAYMASTER: Christopher Chandler, head of the Legatum Group that ultimately funds the institute”. It said that this was an accurate description of the complainant’s position in relation to the Institute. It said that readers would be able to decide for themselves if the word “paymaster” was relevant. The newspaper further noted that the word “connected” had appeared in a picture caption which stated: “CONNECTED”: Mr Chandler has never met President Putin, but they have links through Gazprom”: the alleged link between the complainant and Putin was made clear.
28. The newspaper did not accept that the second article was inaccurate. It said that as set out above, the complainant and his brother had acknowledged being instrumental in installing the late Boris Fyodorov to the board of Gazprom in 2000. It said that Mr Fyodorov later collaborated with five appointees of the Putin government to oust the company’s existing CEO and replace him with Alexey Miller, an ally of President Putin.
29. The complainant said that neither he, nor the Legatum Group, is associated with the Clermont Group and therefore bore no responsibility for the contents of the literature it produced. The complainant said that this marketing pamphlet had been accepted by Clermont to be an inaccurate account of the events in question, and noted that Clermont had corrected it. In relation to the Orient Global document, the complainant said that it set out a wholly inaccurate account of events, for the reasons set out above.

Relevant Code Provisions

30. Clause 1 (Accuracy)
 - i) The Press must take care not to publish inaccurate, misleading or distorted information or images, including headlines not supported by the text.
 - ii) A significant inaccuracy, misleading statement or distortion must be corrected, promptly and with due prominence, and — where appropriate — an apology published. In cases involving IPSO, due prominence should be as required by the regulator.
 - iii) A fair opportunity to reply to significant inaccuracies should be given, when reasonably called for.
 - iv) The Press, while free to editorialise and campaign, must distinguish clearly between comment, conjecture and fact.

Findings of the Committee

31. The first article had claimed that the complainant had “helped President Vladimir Putin’s

associates take control of Russia's state energy giant Gazprom"; it credited him as "helping to trigger" a boardroom coup which "subsequently led" to Alexey Miller being installed as head of the company". The newspaper had identified the complainant's association with the changing composition of the board of Gazprom as a Russian link in the context of a wider investigation by the newspaper into the extent of Russian influence in the affairs of current UK politics. This was a significant claim which required justification. The Committee carefully scrutinised the care taken over the presentation of this alleged "link", which had been used by the newspaper as the core justification for its investigation into the complainant.

32. It was not in dispute that Mr Fyodorov's platform in standing for election to the Board of Directors was the reform of Gazprom, which, in this context meant voting with the government appointees on the Board of Directors, against the company's executive leadership, namely its then Chief Executive. It was also accepted that the complainant's company, a shareholder in Gazprom, had supported Mr Fyodorov's candidacy specifically on the basis that he was seeking such reforms, and that Mr Fyodorov had accordingly gone on to vote with the government appointees, including to install Alexey Miller as CEO. Further, it was accepted that Mr Miller was a close associate of Vladimir Putin.
33. The complainant said that he could not have known that his vote in 2000 would lead to the installation of Mr Miller ten months later. However, the newspaper had not claimed otherwise. Care had been taken by the newspaper to present the chain of events accurately, and it was not inaccurate or misleading to describe the complainant's vote in 2000 as "helping to trigger" a boardroom coup which "subsequently led" to Alexey Miller being installed as CEO in 2001. The factual circumstances which formed the basis for the newspaper's claim that the complainant "helped" Mr Miller take control of Gazprom were set out clearly in the article. In those circumstances, the Committee did not establish that it was a failure to take care over the accuracy of the article to report that the complainant had "helped President Vladimir Putin's associates take control" of Gazprom in those circumstances. There was no breach of Clause 1(i), nor was the claim misleading or inaccurate such that a correction was required under the terms of Clause 1(ii).
34. A photograph of President Putin was accompanied with the caption: "CONNECTED: Mr Chandler has never met President Putin – but they have links through Gazprom". The Committee noted the complainant's position that the caption's use of the present tense had failed to make clear that his involvement with Gazprom had come to an end eight years ago.
35. However, the article had been clear throughout that the events which were the subject of the newspaper's investigation into the complainant had occurred in the early 2000s. The newspaper had complied with its obligations to take care over the article's accuracy on this point. The fact that the events being described related to the early 2000s did not mean, however, that there was no "link". The complainant's involvement in Russia over a period of years and his highly profitable investment in Gazprom remained an important part of his public profile and a key feature in his career. The Committee did not establish that the complainant's relationship with Gazprom and any alleged association with Putin, was presented in a misleading way. This aspect of the complaint did not breach Clause 1.
36. The article, in print and online, had made clear that the complainant had been born in New Zealand, and resided in Dubai. In this context, and where the complainant's link to Russia was the subject of the article, the Committee did not find that the single reference to him as a "Russian tycoon" represented a failure to take care over the accuracy of the article in breach of Clause 1(i). Nor was it a significant inaccuracy requiring correction under the terms of 1(ii). Nonetheless, the Committee welcomed the offer of an amendment and footnote on this point.

37. A photograph of the complainant had been accompanied with the caption: "PAYMASTER: Christopher Chandler, head of the Legatum Group that ultimately funds the institute". The accuracy of the information contained in the caption, namely the complainant's financial relationship with the Legatum Institute, was not in dispute, but the complainant objected to the use of the term "paymaster" as he said it suggested that he had funded Putin. The Committee did not accept that the photo caption implied that the complainant had funded Putin. His financial relationship with the Legatum Institute was accurately reported. There was no breach of Clause 1 on this point.
38. The second article had reported that complainant's "allies cut deals with President Vladimir Putin's associates". For the reasons set out above in paragraph 33, this did not represent a failure to take care, or a significant inaccuracy. The complainant had accepted being instrumental in installing Fyodorov to the board of Gazprom in 2000; Fyodorov had later collaborated with five appointees of the Putin government to oust the company's existing CEO and replace him with Alexey Miller, an ally of President Putin. There was no breach of the Code.

Conclusion

39. The complaint was not upheld.

APPENDIX B

DECISION OF THE COMPLAINTS COMMITTEE

03124-18 Fletcher v Daily Record

Summary of Complaint

1. Anthony Fletcher complained to the Independent Press Standards Organisation that the Daily Record breached Clause 1 (Accuracy) of the Editors' Code of Practice in an article headlined "Experts warn of black market danger: DIY sperm donor fathers 22 kids to mums he met on Facebook" published on 16 April 2018.
2. The article began on the front page of the newspaper under the headline above; the front page reported that an unlicensed sperm donor had "admitted" to fathering 22 children. It said that "fertility experts warn what he has done is illegal and carries serious medical and legal risks".
3. The story then continued on pages 10 and 11 under the headline "I've donated sperm to over 50 women. It's simple...they find me on Facebook, drive to meeting point near my house and I hand over what I need to". It said that the complainant, interviewed under the pseudonym that he used for sperm donation, had "confessed to fathering 22 children by illegally donating sperm to people he met on Facebook". It said that "at first, he considered donating legally through a clinic but the requirements that must be met...put him off". The article stated that "it is against the law in the UK to distribute or procure sperm and eggs without a licence from the Human Fertilisation and Embryology Authority", and explained the public health reasons for this prohibition. The article included extensive quotations from the complainant, setting out his reasons for his actions, and included a screenshot of a post on his Facebook profile, in which he described the service he provided. The article went on to give the views of a specialist in reproductive health, who stated that "these tales of black market sperm donation are becoming more common...but finding a donor online...is incredibly dangerous".
4. The article appeared online in substantially the same format. The sub-headline of the article stated "Anthony Fletcher says he has illegally donated to almost 50 women, some of whom have travelled from outside Scotland in a bid to have a baby". The article stated that the complainant had "confessed to fathering 22 children by illegally donating sperm to women he met on Facebook".
5. The complainant said that the article was inaccurate. He said that private sperm donations were not illegal: the publication had misinterpreted the law, and he was not "procuring" or "distributing" sperm as a third party without a licence. He said that, in fact, the Human Fertilisation and Embryology Authority provided information about private donation on its own website. He said that the publication had not taken care to check this claim or put it to him prior to publication, and it was therefore also untrue to state that he had "confessed" or "admitted" to acting illegally. He said that the article's use of the term "black market" also wrongly implied illegality, and suggested that he had charged for his sperm; in fact, he had never charged, and the 'legal' concerns raised in relation to private sperm donation related not to the act of donation itself, but to any difficulties arising from liability for child support or legal recognition as a parent. The complainant also said that it was inaccurate for the article to state that he had "told the Daily Record" his account; he had been interviewed by a journalist with no connection to the publication, and the Daily Record had never been mentioned during the interview. He said this gave a false impression of how the article came about.

6. The publication said that the original copy provided to it by an agency had referred to the Human Fertilisation and Embryology Act 1990 as the basis for the claim that the complainant had acted “illegally”, and this was published in good faith. The publication said that it was accurate for the article to state that “It is against the law in the UK to distribute or procure sperm and eggs without a licence from the Human Fertilisation and Embryology Authority”. However, it conceded that it was inaccurate to state that the complainant had acted illegally by engaging in private sperm donation, where this did not involve others’ sperm. The publication also accepted that the complainant had not “admitted” that he was acting illegally. It therefore removed the online article, and offered to publish the following correction online and in print, in its corrections and clarifications column on page 2:

The 16 April article “I’ve donated sperm to over 50 women. It’s simple...they find me on Facebook, drive to meeting point near my house and I hand over what I need to” stated that Mr Anthony Fletcher had admitted to donating sperm ‘illegally’. In fact, private sperm donation is not illegal and Mr Fletcher did not admit to illegality. We would like to apologise for any misunderstanding.

The publication denied that any front page correction or ‘signpost’ to a correction was required: the inaccuracy related to just one word on the front page – “illegal” – and the front page headline had been accurate. It said that there was no reference to the complainant’s name on the front page and that the name given in the article was in any event a pseudonym.

7. The publication said that the term “black market” had been taken from the quotation from the reproductive health specialist. While it could imply illegality in certain circumstances, in this case, where the practice referred to in the article carried significant legal and health implications, it was not significantly misleading. In addition, it said that the article accurately reported the terms of the law. The publication denied that it was inaccurate to say that the complainant “told” it his account: his interview with an agency had been provided exclusively to the publication.
8. The complainant said that a front page ‘signpost’ to a correction was appropriate because the publication had made the claim that he had acted illegally on its front page. He said that the correction should also apologise directly to him as a wronged party, and make clear that he had not “confessed” to illegally donating sperm.

Relevant Code Provisions

9. Clause 1 (Accuracy)
- i) The Press must take care not to publish inaccurate, misleading or distorted information or images, including headlines not supported by the text.
 - ii) A significant inaccuracy, misleading statement or distortion must be corrected, promptly and with due prominence, and — where appropriate — an apology published. In cases involving IPSO, due prominence should be as required by the regulator.
 - iii) A fair opportunity to reply to significant inaccuracies should be given, when reasonably called for.
 - iv) The Press, while free to editorialise and campaign, must distinguish clearly between comment, conjecture and fact.

Findings of the Committee

10. The publication had accepted that it was inaccurate to report that the complainant's actions were illegal. This was based on a misreading of legislation, which was publicly available. The reporter had not put the allegation to the complainant prior to publication, and none of the experts quoted in the article had claimed that private sperm donation was illegal. There was a serious failure to take care over the accuracy of published information, in breach of 1(i). The complainant's conduct was not prohibited by law, and he made his donations with a full understanding of the legal position. The allegation of illegality was a significant and damaging claim, requiring correction under the terms of Clause 1 (ii). The seriousness of this inaccuracy was further exacerbated by reporting that the complainant had "confessed" to acting illegally, erroneously suggesting that he had knowingly acted outside of the law.
11. The term "black market" carries a spectrum of meanings. In this case, the term was used in the context of an article which had alleged illegality; the term therefore carried a strong implication that the complainant's conduct was outside the law. This was a further failure to take care over the accuracy of the article in breach of 1(i). The term "black market", in the context of the article gave further weight to the serious allegation that the complainant was acting illegally. It was significantly misleading, and required correction under the terms of 1(ii).
12. The publication had offered to publish a correction on page 2, making clear that the complainant's actions were not illegal. This correction included an apology, which was appropriate, as the inaccuracy was serious and personally damaging. The Committee recognised the value of publishing corrections in established corrections and clarifications columns; choosing to place some corrections in another part of the newspaper could undermine the advantages of having a consistent position for corrections. However, the Committee was concerned by the seriousness of the breach of Clause 1 (i) in this instance: the newspaper had published a damaging allegation without going through simple steps to check its accuracy, such as putting the allegation to the complainant or verifying its interpretation of the legislation with experts. The resulting inaccuracy was very prominent on the newspaper's front page. And finally, the wording offered had not addressed the misleading impression created by the use of the term "black market". For these three reasons, the Committee found that the newspaper's offer of a correction in its usual column on page 2 was insufficient to meet the requirements of Clause 1 (ii) in this case. The complaint was upheld as a breach of Clause 1(ii).
13. It was not misleading to state that the complainant had "told" his story to the publication: he had been interviewed by a journalist who had then sold the story to the publication exclusively. This did not give rise to a misleading impression of the complainant's actions. There was no failure to take care over the accuracy of this point, in breach of Clause 1(i), and no significantly misleading impression was created that required correction under Clause 1(ii).

Conclusions

14. The complaint was upheld.

Remedial action required

15. Having upheld a breach of Clause 1, the Committee considered what remedial action should be required.

16. The publication had published a significantly misleading article, which made a damaging and inaccurate allegation about the legality of the complainant's conduct. In these circumstances, the appropriate remedy was the publication of an adjudication.
17. The print article had begun on the front page, and continued on pages 10 and 11 of the newspaper. The reference to illegality, bolstered by the reference to a "black market", had appeared on the front page, while further references to illegality had appeared on page 10. In these circumstances, the Committee decided that the adjudication should be referenced on the front page, and published on page 10 or further forward. The adjudication should also be published online, with a link appearing on the homepage for 24 hours; it should then be archived in the usual way. The headline of the adjudication must make clear that IPSO has upheld the complaint against the Daily Record, and refer to its subject matter. It must be agreed with IPSO in advance.
18. The terms of the adjudication for publication in are as follows:

Anthony Fletcher complained to the Independent Press Standards Organisation that the Daily Record breached Clause 1 (Accuracy) of the Editors' Code of Practice in an article headlined "Experts warn of black market danger: DIY sperm donor fathers 22 kids to mums he met on Facebook", published in print and online on 16 April 2018. The complaint was upheld, and the Daily Record has been required to publish this ruling as a remedy to the breach of the Code.

The article began on the front page of the newspaper; the front page reported that an unlicensed sperm donor had "admitted" to fathering 22 children. It said that "fertility experts warn what he has done is illegal and carries serious medical and legal risks"; and that the complainant had "confessed" to fathering children by "illegally donating sperm".

The complainant said that the article was inaccurate; private sperm donation was not illegal. The newspaper had misinterpreted the law. It was also untrue to state that he had "confessed" or "admitted" to acting illegally. He said that the article's use of the term "black market" further wrongly implied illegality.

The publication said that the original copy provided to it by an agency had referred to the relevant legislation as the basis for the claim that the complainant had acted "illegally", and this was published in good faith. It noted that the terms of the legislation were included in the article. It conceded that it was inaccurate to state that the complainant had acted illegally by engaging in private sperm donation. The publication also accepted that the complainant had not "admitted" that he was acting illegally. It therefore removed the online article, and offered to publish a correction online and in print, in its corrections and clarifications column on page 2.

The publication denied that any front page correction or 'signpost' to a correction was required: the inaccuracy related to just one word on the front page – "illegal" – and the front page headline had been accurate. It said that there was no reference to the complainant's name on the front page and that the name given in the article was in any event a pseudonym.

The publication said that the term “black market” had been taken from the quotation from the reproductive health specialist. While it could imply illegality in certain circumstances, in this case, where the practice referred to in the article carried significant legal and health implications, it was not significantly misleading.

IPSO found that there was a serious failure to take care over the accuracy of published information, in breach of 1(i). The allegation of illegality was a significant and damaging claim, requiring correction under the terms of Clause 1 (ii). The seriousness of this inaccuracy was further exacerbated by reporting that the complainant had “confessed” to acting illegally, erroneously suggesting that he had knowingly acted outside of the law. It found a further failure to take care, and significant inaccuracy, in relation to the term “black market”, which in the context of an article which had alleged illegality, carried a strong implication; that the complainant’s conduct was outside the law.

The publication had offered to publish a correction on page 2, making clear that the complainant’s actions were not illegal. However, the Committee was concerned by the seriousness of the breach of Clause 1 (i). The resulting inaccuracy was very prominent on the newspaper’s front page. Also, the wording offered had not addressed the misleading impression created by the use of the term “black market”. For these reasons, the Committee found that the newspaper’s offer of a correction in its usual column on page 2 was insufficient to meet the requirements of Clause 1 (ii) in this case. The complaint was upheld as a breach of Clause 1(ii).

DECISION OF THE COMPLAINTS COMMITTEE

03125-18 Fletcher v mirror.co.uk

Summary of Complaint

1. Anthony Fletcher complained to the Independent Press Standards Organisation that mirror.co.uk breached Clause 1 (Accuracy) of the Editors' Code of Practice in an article headlined "Black market sperm donor who has fathered over 22 children branded 'incredibly dangerous' by health experts", published on 16 April 2018.
2. The article said that the complainant had "fathered 22 children after illegally advertising his sperm on Facebook". It said that "at first, he considered donating legally through a clinic but the requirements that must be met...put him off". The article stated that "it is against the law in the UK to distribute or procure sperm and eggs without a licence from the Human Fertilisation and Embryology Authority", and explained the public health reasons for this prohibition. The article included extensive quotations from the complainant, setting out his reasons for his actions, and included a screenshot of a post on his Facebook profile, in which he described the service he provided. The article went on to give the views of a specialist in reproductive health, who stated that "these tales of black market sperm donation are becoming more common...but finding a donor online...is incredibly dangerous".
3. The complainant said that the article was inaccurate to state that private sperm donations were illegal: the publication had misinterpreted the law, and he was not "procuring" or "distributing" sperm as a third party without a licence. He said that, in fact, the Human Fertilisation and Embryology Authority provided information about private donation on its own website. The complainant said that the publication had not taken care to check this claim or put it to him prior to publication. He said that the article's use of the term "black market" also wrongly implied illegality, and suggested that he had charged for his sperm; in fact, he had never charged, and the 'legal' concerns raised in relation to private sperm donation related not to the act of donation itself, but to any difficulties arising from liability for child support or legal recognition as a parent. The complainant also said that it was inaccurate for the article to state that he had "told the Daily Record" his account; he had been interviewed by a journalist with no connection to the publication, and it had never been mentioned during the interview. He said this gave a false impression of how the article came about.
4. The publication said that the original copy provided to it by an agency had referred to the Human Fertilisation and Embryology Act 1990 as the basis for the claim that the complainant had acted "illegally", and was published in good faith. It said that the article went on to accurately report the terms of the law. However, the publication conceded that it was inaccurate to state that the complainant had acted illegally by engaging in private sperm donation. It therefore removed the online article, and offered to publish the following correction online:

The 16 April article...stated that Mr Anthony Fletcher had donated sperm 'illegally'. In fact, private sperm donation is not illegal. We would like to apologise for any misunderstanding.

5. The publication denied that it was inaccurate to say that the complainant "told" the Daily Record his account: his interview with an agency had been provided exclusively to that publication. It also said that the term "black market" had been taken from the quotation from the reproductive health specialist. While it could imply illegality in certain circumstances, in this

case, where the practice referred to in the article carried significant legal and health implications, it was not significantly misleading.

Relevant Code Provisions

6. Clause 1 (Accuracy)

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

Findings of the Committee

7. The publication had accepted that it was inaccurate to report that the complainant's actions were illegal. This was based on a misreading of legislation, which was publicly available. The article had quoted an expert in the field, who had not claimed that private sperm donation was illegal. There was a serious failure to take care over the accuracy of published information, in breach of 1(i). The complainant's conduct was not prohibited by law, and he made his donations with a full understanding of the legal position. The allegation of illegality was a significant and damaging claim, requiring correction under the terms of Clause 1 (ii).
8. The term "black market" carries a spectrum of meanings. In this case, the term was used in the context of an article which had alleged illegality; the term therefore implied that the complainant was participating in an illegal trade, and gave greater weight to the serious allegation that the complainant was acting illegally. This was a further failure to take care over the accuracy of the article in breach of 1(i) and significantly misleading, requiring correction under the terms of 1(ii).
9. The publication had offered to publish a correction, making clear that the complainant's actions were not illegal. This correction included an apology, which was appropriate, as the inaccuracy was serious and personally damaging. However, the Committee was concerned by the seriousness of the breach of Clause 1 (i) in this instance: the publication had published a damaging allegation without checking its accuracy. In addition, the wording offered had not addressed the misleading impression created by the use of the term "black market". For these reasons, the newspaper's offer of a correction was insufficient. The complaint was upheld as a breach of Clause 1(ii).
10. It was not misleading to state that the complainant had "told" his story to the other publication: he had been interviewed by a journalist who had then sold the story to the publication exclusively. This did not give rise to a misleading impression of the complainant's actions. There was no failure to take care over the accuracy of this point, in breach of Clause 1(i), and no significantly misleading impression was created that required correction under Clause 1(ii).

Conclusion

11. The complaint was upheld.

Remedial action required

12. Having upheld a breach of Clause 1, the Committee considered what remedial action should be required.
13. The publication had published a significantly misleading article, which made a damaging and inaccurate allegation about the legality of the complainant's conduct. In these circumstances, the appropriate remedy was the publication of an adjudication.
14. The article had appeared online only. The adjudication should therefore be published online, with a link appearing on the homepage for 24 hours; it should then be archived in the usual way. The headline of the adjudication must make clear that IPSO has upheld the complaint against the Daily Record, and refer to its subject matter. It must be agreed with IPSO in advance.
15. The terms of the adjudication for publication are as follows:

Anthony Fletcher complained to the Independent Press Standards Organisation that mirror.co.uk breached Clause 1 (Accuracy) of the Editors' Code of Practice in an article headlined "Black market sperm donor who has fathered over 22 children branded 'incredibly dangerous' by health experts", published on 16 April 2018". The complaint was upheld, and mirror.co.uk has been required to publish this ruling as a remedy to the breach of the Code.

The article said that the complainant had "fathered 22 children after illegally advertising his sperm on Facebook".

The complainant said that the article was inaccurate; private sperm donation was not illegal. He said that the article's use of the term "black market" also wrongly implied illegality.

The publication said that the original copy provided to it by an agency had referred to the relevant legislation, accurately reported in the article, as the basis for the claim that the complainant had acted "illegally", and was published in good faith. It conceded that it was inaccurate to state that the complainant had acted illegally by engaging in private sperm donation. It therefore removed the online article, and offered to publish a correction online. It also said that the term "black market" had been taken from a quotation from a reproductive health specialist. Because the practice referred to in the article carried significant legal and health implications, it was not significantly misleading.

IPSO found that there was a serious failure to take care over the accuracy of published information, in breach of 1(i). The allegation of illegality was a significant and damaging claim, requiring correction under the terms of Clause 1 (ii). The Committee found a further failure to take care, and significant inaccuracy, in relation to the term "black market", which in the context of an article which had alleged illegality, carried a strong implication that the complainant's conduct was outside the law.

The publication had offered to publish a correction, making clear that the complainant's actions were not illegal. However, the Committee was concerned by the seriousness of the breach of Clause 1 (i) in this instance: the publication had published a damaging allegation without checking its accuracy. In addition, the wording offered had not addressed the misleading impression created by the use of the term "black market". The newspaper's offer of a correction was insufficient. The complaint was upheld as a breach of Clause 1(ii).

DECISION OF THE COMPLAINTS COMMITTEE

03128-18 Fletcher v glasgowlive.co.uk

Summary of Complaint

1. Anthony Fletcher complained to the Independent Press Standards Organisation that glasgowlive.co.uk breached Clause 1 (Accuracy) in an article headlined "Illegal Glasgow sperm donor admits to fathering 22 children", published on 16 April 2018.
2. The article said that the complainant, an "illegal Glasgow sperm donor", had "defended his actions by saying he is a 'first resort' for women desperate to have a baby". It said that "at first, he considered donating legally through a clinic but the requirements that must be met...put him off". The article stated that "it is against the law in the UK to distribute or procure sperm and eggs without a licence from the Human Fertilisation and Embryology Authority", and explained the public health reasons for this prohibition. The article included extensive quotations from the complainant, setting out his reasons for his actions, and included a screenshot of a post on his Facebook profile, in which he described the service he provided. The article went on to give the views of a specialist in reproductive health, who stated that "these tales of 'black market sperm donation' are becoming more common...but finding a donor online...is incredibly dangerous".
3. The complainant said that the article was inaccurate to state that private sperm donations were illegal: the publication had misinterpreted the law, and he was not "procuring" or "distributing" sperm as a third party without a licence. He said that, in fact, the Human Fertilisation and Embryology Authority provided information about private donation on its own website. The publication had not taken care to check this claim or put it to him prior to publication. He said that the article's use of the term "black market" also wrongly implied illegality, and suggested that he had charged for his sperm; in fact, he had never charged, and the 'legal' concerns raised in relation to private sperm donation related not to the act of donation itself, but to any difficulties arising from liability for child support or legal recognition as a parent.
4. The publication said that the original copy provided to it by an agency had referred to the Human Fertilisation and Embryology Act 1990 as the basis for the claim that the complainant had acted "illegally", and was published in good faith. It said that the article accurately reported the terms of the law. However, the publication conceded that it was inaccurate to state that the complainant had acted illegally by engaging in private sperm donation. It therefore removed the online article, and offered to publish the following correction online:

The 16 April article...stated that Mr Anthony Fletcher had donated sperm 'illegally'. In fact, private sperm donation is not illegal. We would like to apologise for any misunderstanding.

The publication also said that the term "black market" had been taken from the quotation from the reproductive health specialist. While it could imply illegality in certain circumstances, in this case, where the practice referred to in the article carried significant legal and health implications, it was not significantly misleading.

Relevant Code Provisions

5. Clause 1 (Accuracy)

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

Findings of the Committee

6. The publication had accepted that it was inaccurate to report that the complainant's actions were illegal. This was based on a misreading of legislation, which was publicly available. The reporter had not put the allegation to the complainant prior to publication, and none of the experts quoted in the article had claimed that private sperm donation was illegal. There was a serious failure to take care over the accuracy of published information, in breach of 1(i). The complainant's conduct was not prohibited by law, and he made his donations with a full understanding of the legal position. The allegation of illegality was a significant and damaging claim, requiring correction under the terms of Clause 1 (ii). The seriousness of this inaccuracy was exacerbated by the headline's prominent description of the complainant's actions as "illegal". While, in this article, the term "black market" – which carries a range of meanings, from clandestine to illegal - had been presented as a quotation from 'health experts', the use of this term in proximity to the claims of illegality gave support to those claims.
7. The publication had offered to publish a correction, making clear that the complainant's actions were not illegal. This correction included an apology, which was appropriate, as the inaccuracy was serious and personally damaging. However, the Committee was concerned by the seriousness of the breach of Clause 1 (i) in this instance: the publication had published a damaging allegation without checking its accuracy. The resulting inaccuracy was very prominent in the article's headline. For this reason, the newspaper's offer of a correction was insufficient to meet the requirements of Clause 1 (ii) in this case. The complaint was upheld as a breach of Clause 1(ii).

Conclusions

8. The complaint was upheld.

Remedial action required

9. Having upheld a breach of Clause 1, the Committee considered what remedial action should be required.
10. The publication had published a significantly misleading article, which made a damaging and inaccurate allegation about the legality of the complainant's conduct. In these circumstances, the appropriate remedy was the publication of an adjudication.
11. The article had appeared online only. The adjudication should therefore be published online, with a link appearing on the homepage for 24 hours; it should then be archived in the usual

way. The headline of the adjudication must make clear that IPSO has upheld the complaint against the Daily Record, and refer to its subject matter. It must be agreed with IPSO in advance.

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

Anthony Fletcher complained to the Independent Press Standards Organisation that glasgowlive.co.uk breached Clause 1 (Accuracy) of the Editors' Code of Practice in an article headlined "'Illegal Glasgow sperm donor admits to fathering 22 children", published on 16 April 2018. The complaint was upheld, and glasgowlive.co.uk has been required to publish this ruling as a remedy to the breach of the Code.

The article described the complainant as an "illegal Glasgow sperm donor". It said that "at first, he considered donating legally through a clinic but the requirements that must be met...put him off". The article went on to give the views of a specialist in reproductive health, who stated that "these tales of 'black market sperm donation' are becoming more common...but finding a donor online...is incredibly dangerous".

The complainant said that the article was inaccurate; private sperm donation was not illegal. He said that the article's use of the term "black market" also wrongly implied illegality.

The publication said that the original copy provided to it by an agency had referred to the relevant legislation, accurately reported in the article, as the basis for the claim that the complainant had acted "illegally", and was published in good faith. It conceded that it was inaccurate to state that the complainant had acted illegally by engaging in private sperm donation. It therefore removed the online article, and offered to publish a correction online. It also said that the term "black market" had been taken from a quotation from a reproductive health specialist. Because the practice referred to in the article carried significant legal and health implications, it was not significantly misleading.

IPSO found that there was a serious failure to take care over the accuracy of published information, in breach of 1(i). The allegation of illegality was a significant and damaging claim, requiring correction under the terms of Clause 1 (ii).

The publication had offered to publish a correction, making clear that the complainant's actions were not illegal. However, the Committee was concerned by the seriousness of the breach of Clause 1 (i) in this instance: the publication had published a damaging allegation without checking its accuracy. The resulting inaccuracy was very prominent in the article's headline. The newspaper's offer of a correction was insufficient. The complaint was upheld as a breach of Clause 1(ii).

APPENDIX C

Paper No.	File Number	Name v Publication
1378	02283-18	Premier Inn v Mail Online
1381	20057-17/20927-17	Johnson v The Sun/The Sun (Sunday)
1388	02821-18	Sivier v Mail Online
1389	02514-18	Brierley v Rochdale Online Ltd
1394	02352-18	Miah v Manchester Evening News
1395	01053-18	Miller v The Scottish Sun (Sunday)
1396	02615-18	Thurrock Council v Thurrock Independent
1399	03442-18	University Hospital Southampton NHS Foundation Trust v The Sunday Times
1400	03036-18	Khan v Mail Online
1401	01675-18	Francis v Daily Star Sunday
1403		Request for review
1405	02818-18	Sivier v The Sunday Times
1406	03186-18	Sivier v Newbury Weekly News
1407	03003-18	A Woman v Sunday Life
1408	03484-18	Sikh Press Association v The Times
1411		Request for review
1414	02822-18	Sivier v The Jewish Chronicle
1415		Request for review
1417	01538-18	Nash v The National
1419		Request for review
1426	03409-18	Magurn v Newbury Weekly News
1430		Request for review