Paper No.

CONFIDENTIAL

MINUTES of the COMPLAINTS COMMITTEE MEETING
Tuesday 26th April at 10.30am
Gate House, 1 Farringdon Street, London EC4M 7LG

Present

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

In attendance:

Charlotte Dewar, Chief Executive
Robert Morrison, Head of Complaints

Also present: Members of the Executive:

Elizabeth Cobbe (remotely)
Sarah Colbey
Rosemary Douce
Alice Gould
Sebastian Harwood
Emily Houlston-Jones
Natalie Johnson
Vikki Julian
Chloe Mckiver
Molly Richards
Martha Rowe

Observers:

Shrenik Davda, Board Member
Sarah Hamilton, Complaint Reviewer

1. Apologies for Absence and Welcomes

Apologies were received from Helyn Mensah

2. Declarations of Interest

There were no declarations received.

3. Minutes of the Previous Meeting

The Committee approved the minutes of the meeting held on 1st March 2022.

4. Matters arising

There were no matters arising.

5. Update by the Chairman – oral

The Chairman updated members on plans for further engagement with national publishers.

6. Complaints update by the Head of Complaints – Oral

The Head of Complaints noted that members had recently considered the first 'Satisfactory Remedy' case and said that the team would, once a number of those had been completed, review how those were progressing.

7. Complaint 11246-21 Extinction Rebellion v The Spectator

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

8. Complaint 00640-22 Longstaff v The Northern Echo

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

9. Complaint 09574-21 Gauterin v thejc.com

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

10. Complaints not adjudicated at a Complaints Committee meeting

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

11. Any other business

There was no other business.

12. Date of next meeting

The date of the next meeting was subsequently confirmed as Tuesday 24 May 2022

Appendix A

Decision of the Complaints Committee – 11246-21 Extinction Rebellion v The Spectator

Summary of Complaint

1. Extinction Rebellion complained to the Independent Press Standards Organisation that The Spectator breached Clause 1 (Accuracy) of the Editors' Code of Practice in an article headlined "Stupid Fuels", published on 6th November 2021.

2. The article was a comment piece that gave the writer's opinion that "[n]et zero is a disastrous solution to a nonexistent problem". The article reported that the "government's COP26 targets are ambitious (and eye-wateringly expensive)" but that we had failed to ask ourselves "Are we really facing an existential threat? Or might the climate change 'crisis' in fact be quasi-religious hysteria, based on ignorance?". It acknowledged that the amount of carbon dioxide in the atmosphere had been increasing. However, whilst "[t]he know-nothings […] customarily refer to this as pollution […]it is the very reverse: so far from carbon dioxide being pollution, it is the stuff of life. It is the food of plants, and without plants there would be little animal life and no human life". The article said this was because "increased carbon dioxide in the atmosphere [helps] to stimulate plant growth, known as the fertilisation effect". The article continued that increased CO2 in the atmosphere "warm[s] the planet slightly" and said that "[t]his is no bad thing: many more people die each year from cold-related illnesses than from heat-related ones". It appeared as a companion piece to another article, by a different contributor, headlined "No choice; The urgent case for net zero".

3. The article also appeared online under the headline, "Net zero is a disastrous solution to a nonexistent problem".

4. The complainant said that the article was inaccurate in breach of Clause 1 because it claimed that "many more people die each year from cold-related illnesses than from heat-related ones". The complainant said this was inaccurate as there was a wealth of peer-reviewed data that demonstrated that the reverse was true. It said that, where studies have looked at the impact of climate change on temperature-related deaths, it had been shown that rising temperatures caused an increase in deaths; for example, the complainant cited studies that suggested climate change increased the number of heatwaves which led to greater food insecurity. The complainant further said that heat-related illness would increase due to climate change on account of the nature of certain diseases (such as skin cancer and asthma), how they spread (such as Covid-19), and a reduction in treatment options (due to deforestation and receding rainforests).

5. The complainant also said the article also breached Clause 1 because it made claims about CO2 fertilisation that were misleading. The article had claimed that CO2 was "the stuff of life", which the complainant disputed. It provided a paper that stated "[t]he more CO2 you have, the less and less benefit you get" and that research had found that increased CO2 levels led to nutrient deficiencies within people's diets, due to a reduction of nutrients in plants.

6. The publication did not accept a breach of Clause 1. It stated that the article under complaint was an opinion piece and the writer was entitled to give his views on a controversial subject. It provided a research paper published in the Lancet which had demonstrated that temperature-related mortality was falling despite rising global temperatures. This study had claimed that "[f]rom 2000–03 to 2016–19, the global cold-related excess death ratio changed by −0.51 percentage points (95% eCI −0.61 to −0.42) and the global heat-related excess death ratio increased by 0.21 percentage points (0.13–0.31), leading to a net reduction in the overall ratio". The findings of the study stated: "Globally, 5,083.173 deaths... were associated with non-optimal temperatures per year, accounting for 9.43%... of all deaths (8.52%... were cold-related and 0.91%... were heat-related)". The publication stated that this supported the assertion in the article that "many more people die each year from cold-related illnesses than from heat-related ones". The publication also referred to another two studies which stated there had been more cold-related deaths than heat-related ones.

7. Regarding the point of the complaint about the impact of CO2, the publication did not accept a breach of Clause 1. It stated that the article said that CO2 stimulated plant growth. The research cited by the complainant questioned the nutritional value of crops as a result of increased CO2, it did not suggest that increased CO2 did not stimulate plant growth.

8. The complainant said the publication had selected parts of the study that would support the article's claim that there were more deaths from cold-related illnesses than heat-related ones but that the co-author of this paper had said that the research had not analysed whether the changes in heat-related and cold-related deaths during the period examined was due to temperature changes or other factors.

Relevant Code Provisions

Clause 1 (Accuracy)

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

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

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

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

Findings of the Committee

9. The article under complaint was a comment piece and was clearly distinguished as such. However, it had claimed as fact, rather than as conjecture or comment, that "many more people die each year from cold-related illnesses than from heat-related ones" and as such the publication was required to provide a basis for such a claim. The publication had referenced three studies that it considered showed that there were more deaths related to cold than heat, whereas the complainant had provided studies that he said showed the opposite.

10. The publication had cited research papers published in a well-known peer-reviewed journal in order to support the statement, including one that explicitly concluded that: ""Globally, 5,083,173 deaths... were associated with non-optimal temperatures per year, accounting for 9.43%... of all deaths (8.52%... were cold-related and 0.91%... were heat-related)". The Committee was satisfied that this paper, which had appeared in a respected scientific journal, provided a basis for the claim of fact that "many more people die each year from cold-related illnesses than from heat-related ones". While other papers might reach alternative conclusions, the commentator was entitled to rely on the findings of this study. The Committee was therefore satisfied that the publication had taken sufficient care over the accuracy of the statement and there was no breach of Clause 1 on this point.

11. The Committee then considered the point of the complaint regarding whether CO2 was the "stuff of life". It acknowledged the evidence provided by the complainant that showed that increased CO2 could adversely affect the nutritional density of food. However, where the point being made in the article was that CO2 stimulated plant growth, and where the complainant did not dispute this, there was no breach of Clause 1.

Conclusion(s)

12. The complaint was not upheld.

Remedial Action Required

13. N/A

Date complaint received: 10/11/2021

Date complaint concluded by IPSO: 25/05/2022

Appendix B

Decision of the Complaints Committee – 00640-22 Longstaff v The Northern Echo

Summary of Complaint

1. Lee Longstaff complained to the Independent Press Standards Organisation that The Northern Echo breached Clause 1 (Accuracy) of the Editors' Code of Practice in an article headlined "The North East MPs that have claimed their TV licence back on expenses", published on 22 January 2022.

2. The article, which was published online, reported that "a TOTAL of 12 North East and North Yorkshire MPs have been found to claim back their TV licence fee on expenses", following a Government announcement that it would undertake a review of the BBC's funding model. It reported that "through an investigation into the expenses and finances of MPs across the region", the publication had "identified the local representatives who have asked to be reimbursed out of the public purse for their [TV] license". It stated that according to data provided by Independent Parliamentary Standards Authority (IPSA), 192 MPs across the UK and 12 in the North East were "found to claim back the licence under 'office supplies' in their parliamentary offices". The article identified the 12 MPs "that have claimed back a £159 TV licence on expenses" and stated that the publication had "contacted them for comment", noting that "so far, most MPs that have responded have clarified that the licence fee is just for their constituency office" and quoted the responses of three identified MPs. The article said that the annual BBC licence fee was required by "any household" consuming BBC television channels, radio and online programmes and services. It then stated that while the practice of MP's claiming a TV licence back on expenses was not "illegal", some have described it as a "double standard". It also said that "on a political scale, most North East MPs have stayed quiet in the House of Commons on the issue of TV licences". The article included the responses of readers to a recent poll by the publication on the subject of TV licences and was accompanied by a series of images. These included the exteriors of Broadcasting House and the Houses of Parliament as well as portraits of the 12 MPs captioned "These are the MPs that claimed back the fee for their TV licence" and "The MPs who claimed back their TV licence fee through expenses".

3. The complainant said that the headline was inaccurate and misleading, in breach of Clause 1. He said that it gave the misleading impression that MPs were claiming TV licences on expenses for their personal use and suggested wrongdoing; IPSA only allows MPs to claim a TV licence for their constituency office, not for personal use. While the complainant acknowledged that the text of the article included the rebuttal from some of the MPs – which made clear that the "licence fee is just for their constituency office" – he did not consider that this

mitigated the inaccurate and misleading impression given by the headline and noted that this appeared only at the end of the article.

4. The complainant also said that the article misleadingly suggested that the publication had revealed "hidden" information about MPs, rather than accessing and publishing publicly available information. In addition, he was concerned with the use of quotation marks around the term "office supplies"; this was not a term used by IPSA (which instead used the term "Office Costs") and the quotation marks served to cast doubt on the honesty of this categorisation, further compounding the misleading impression given by the article. The complainant also said that the article was inaccurate to report that North East MPs have "stayed quiet" on the subject of licence fees; he noted that several the MPs identified in the article had, in fact, spoken on the issue. Though he accepted that some MPs from the region had not done so in recent times, this was likely due to their positions within Government, the Opposition Party, or membership of Parliamentary Select Committees.

5. The publication did not accept that it had breached the Editors' Code. It said that the headline was supported and clarified by the text of the article, which set out exactly what the MPs listed had claimed on expenses: TV licences for their constituency offices. It said that the article clearly detailed where this information had been sourced, made no suggestion of wrongdoing, and gave every MP identified the opportunity to respond. It said that what elected representatives chose to claim under expenses was a matter of great public interest, particularly in the context of ongoing discussions about the future funding of the BBC, within which licensing was a contentious issue – a point outlined in the text of the article. It added that the disputed statement about the MPs staying "quiet" sat within this context and readers would not be misled on this point, noting that the article included a short summary of some of the discussions in the House of Commons in the wake of the Government's announcement.

6. The publication did not consider that the other points identified by the complainant raised a breach of Clause 1. It did not accept that the article misrepresented or misreported the journalistic process undertaken by its reporter; the publication had conducted an investigation into publicly available information. Nor did the publication consider that the use of quotation marks around "office supplies" rendered the article inaccurate or misleading; this referenced the category under which IPSA recorded this particular expense.

7. In order to resolve his complaint, the complainant proposed a series of amendments to the online article. The publication did not consider these amendments to be necessary or appropriate. As such, the matter was passed to the Committee for adjudication.

Relevant Code Provisions

Clause 1 (Accuracy)

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

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

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

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

Findings of the Committee

8. The publication was fully entitled to report on MPs' expenses claims and to report on criticism of those claims. However, in doing so it was obliged to take care not to publish misleading information.

9. In the view of the Committee, the references in the article, taken together, suggested that the named MPs had claimed their own personal TV licences on expenses. The headline of the article, the opening paragraphs, and the captions of the accompanying images, all used the term "their" to describe the licence fees being claimed on expenses. The text of the article referred to representatives asking to be reimbursed "out of the public purse" for "their license"; explained that the BBC licence was "required by any household" consuming BBC programmes and services; and included the observations of a reader who commented on the programmes watched by him and his children, thereby reinforcing the impression that the article concerned domestic TV licences. The publication did not seek to argue that the named MPs had claimed their personal TV licences on expenses and the article, therefore, published misleading information.

10. While the Committee noted that the article acknowledged that no rules were alleged to have been broken and noted that "so far, most MPs that have responded [to the publication] have clarified that the licence fee is just for their constituency office", this did not amount to a clear acknowledgment that the claims by each of the named MPs had been made in relation to television sets for constituency offices – information that was publicly available – and that none had been made in a personal capacity. In addition, reporting the response of some MPs carried the implication that the other MPs who had not responded to the publication's request for comment may have claimed their own, personal TV licence on expenses. The Committee considered that the inclusion of the

response of some of the named MPs was not sufficient to make clear that the MPs had used the expenses regime to claim reimbursement of TV licences for their consistency office, rather than for their domestic licences. As such, the Committee considered that the newspaper had failed to take care not to publish misleading information under Clause 1 (i).

11. The misleading impression was compounded by the publication's characterisation of the report as its own investigation and the comment that MPs had "stayed quiet" on the subject of TV licence fees, which could suggest that they had done so out of self-interest and in order to avoid scrutiny. For these reasons, the Committee considered that the misleading information published – namely the suggestion that the named MPs had claimed their personal TV licences on expenses – was significant and required correction under Clause 1 (ii). Neither a correction nor a clarification was offered by the publication. The Committee therefore found a further breach of Clause 1 (ii).

Remedial Action Required

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

13. In this instance, the overall misleading impression of the article was that the identified MPs had claimed their own personal TV licences on expenses; this impression formed the basis of criticism (or implied criticism) of the MPs concerned; and the newspaper had not taken any steps to mitigate this by offering to publish a clarification or correction. The appropriate remedy was, therefore, the publication of an upheld adjudication.

14. The headline of the adjudication must make clear that IPSO has upheld the complaint against the Northern Echo and must refer to its subject matter; it must be agreed with IPSO in advance. The adjudication should be published in full on the publication's website with a link to the full adjudication (including the headline) appearing on the top third of the newspaper's homepage, for 24 hours; it should then be archived in the usual way. A link to the adjudication should also be published with the article, explaining that it was the subject of an IPSO adjudication, and explaining the amendments that have been made.

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

Lee Longstaff complained to the Independent Press Standards Organisation that The Northern Echo breached Clause 1 (Accuracy) of the Editors' Code of Practice in an online article headlined "The North East MPs that have claimed their TV licence back on expenses", published on 22 January 2022.

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

The complainant said that the article gave the misleading impression that MPs were claiming TV licences for their personal use on expenses and suggested wrongdoing: the Independent Parliamentary Standards Authority (IPSA) only allowed MPs to claim a TV licence for their constituency office, not for personal use. He said that this impression was further compounded by: the suggestion that the publication had in some way revealed hidden information about MPs through an "investigation", rather than accessing and publishing publicly-available information; the inclusion of quotation marks around the term "office supplies" – a term not used by IPSA, with the quotation marks casting doubt on the honesty of this categorisation; and by reporting that North East MPs had "stayed quiet" on the subject of licence fees in the House of Commons.

The publication did not accept a breach of the Editors' Code. It said that the headline was supported and clarified by the text of the article, which set out exactly what the 12 MPs had claimed on expenses: TV licences for their constituency offices. It said that the article clearly detailed where this information had been sourced and gave every MP identified the opportunity to respond.

In IPSO's view, the references in the article, taken together, suggested that the named MPs had claimed their own personal TV licences on expenses. The headline of the article, the opening paragraphs, and the captions of the accompanying images, used the term "their" to describe the licence fees being claimed on expenses. The text of the article referred to representatives asking to be reimbursed "out of the public purse" for "their license"; explained that the BBC licence was "required by any household" consuming BBC programmes and services; and included the observations of a reader who commented on the programmes watched by him and his children, thereby reinforcing the impression that the article concerned domestic TV licences. The publication did not seek to argue that the named MPs had claimed their personal TV licences on expenses and the article, therefore, published misleading information.

While the article acknowledged that no rules were alleged have been broken and noted that "so far, most MPs that have responded [to the publication] have clarified that the licence fee is just for their constituency office", this did not amount to a clear acknowledgment that the claims by each of the named MPs had been made in relation to television sets for constituency offices – information that was publicly available – and that none had been made in a personal capacity. In addition, reporting the response of some MPs carried the implication that the other MPs who had not responded to the publication's request for comment may have claimed their own personal TV licence on expenses.

This misleading impression was compounded by the publication's characterisation of the report as its own investigation and the comment that MPs had "stayed quiet" on the subject of TV licence fees, which could suggest that they had done so out of self-interest and in order to avoid scrutiny. For these reasons, the Committee found that the article provided a significantly misleading impression in regards to MPs expenses, and represented a failure to take care not publish misleading information in breach of Clause 1 (i). Neither a correction nor a

clarification was offered by the publication. The Committee therefore found a further breach of Clause 1 (ii).

Date complaint received: 24/01/2022

Date complaint concluded by IPSO: 04/07/2022

Appendix C

Decision of the Complaints Committee – 09574-21 Gauterin v thejc.com

Summary of Complaint

1. Tom Gauterin complained to the Independent Press Standards Organisation that thejc.com breached Clause 1 (Accuracy) and Clause 2 (Privacy) of the Editors' Code of Practice in an article headlined "Time for direct action on social media", published on 8 July 2021.

2. The article, which appeared online only, was a column, in which the writer set out that – after coming "across a tweet by [the complainant…] which told his followers that [he] was a 'lifelong hard right racist"– he had read the complainant's publicly available Twitter biography and discovered that he was a conductor. The sub-headline to the article described as "how [the writer] made on errant tweeter pay the price"; the article itself stated that the writer was "here to tell you that you can take things into your own hands and, with a bit of persistence, show the antisemites that their actions can have consequences."

3. The article went on to report that the writer had "searched [the complainant's name] […w]hat emerged immediately was a link to [the complainant's] day job" and that he had then "look[ed] at his timeline to see what else he had to say".

4. The writer went on to comment that "[w]hat I found was a man with what might best be described as an obsession with Jews, with Jewish communal bodies and with denying the existence of Labour antisemitism" and that "he really doesn't like Jews who make a fuss about antisemitism, such as [prominent Jewish celebrity]". It included three examples of the complainant's tweets; one such example was as follows:

"No idea what [prominent Jewish celebrity] thinks she is doing and why, but she's a proven liar and a fraud who harms those Jews who really *are* suffering from anti-Semitic abuse. She's utterly vile and to pretend otherwise is to deny reality. Plus: if you know her, tell her to stop it pronto."

5. After setting out the above tweets, the article stated that the writer had written to the CEO of the company where the complainant was employed "alerting him to his employee's behaviour. […]The CEO rang again. He was — he had to be — careful with his words. But he told me that [the complainant] no longer worked for [the company]. I have no idea if he jumped or was pushed. I don't care. [The company] behaved honourably and a man I believe to be a Jew hater has suffered the consequences of his bigotry."

6. The complainant said that the article was inaccurate in breach of Clause 1, as it reported that he was "a man with what might best be described as an obsession with Jews, with Jewish communal bodies and with denying the

existence of Labour antisemitism", and described him as a "Jew hater". The complainant provided statements from Jewish friends, confirming that they did not consider him to be antisemitic or a "Jew hater" to support his position that the article was inaccurate on this point.

7. The complainant then said that he was a critic of the state of Israel, and of "Jewish communal bodies" which supported the actions of Israel. However, he did not accept that this stance made him anti-Semitic; his criticism was based on the political stance of the organisations, rather than their ethnicity or religion. He also did not accept that he "den[ied] the existence of Labour antisemitism", but rather that "the extent of antisemitic views within the Labour Party was and continues to be weaponised for political ends". He further said that several of his tweets demonstrated that he took the issue of antisemitism seriously and did not deny its existence within the Labour party, although he was unable to supply these tweets as he had deleted his twitter account. He also said that, of the 80,000 tweets on his profile, the majority were about the Labour party in general and classical music; it was therefore inaccurate for the publication to state that his Twitter timeline showed "a man with what might best be described as an obsession with Jews, with Jewish communal bodies and with denying the existence of Labour antisemitism."

8. The complainant then said that it was inaccurate for the article to report that "he really doesn't like Jews who make a fuss about antisemitism, such as [prominent Jewish celebrity]" as his criticism was directed at the celebrity in particular, rather than at Jewish people in general who spoke up about concerns regarding antisemitism.

9. The complainant also said that the article contained the clear implication that he had had his employment terminated as a result of the allegations which the writer had made directly to the company chairman, in breach of Clause 1. He said that he was not aware of the writer's complaint, or of the allegation that he was anti-Semitic, until he read the article under complaint – after he had been terminated from his role. The complainant accepted that he had been terminated due to concerns raised over his Twitter activity. However, he said that at no point had he been made aware that there were allegations that he was anti-Semitic – therefore, the article was misleading in implying that he had either been dismissed or given the opportunity to resign from his role over these allegations, where he was not aware of any such allegations. He said that the inaccuracy was compounded by the publication's failure to seek his comment on these points.

10. The complainant then said that the publication had not approached him for any comment on the article and its allegations, and that he should have been given the opportunity to reply to what he considered to be significant inaccuracies within the article. He also said that, as the publication had not contacted him for comment, it had clearly not taken care over the accuracy of the article

11. The complainant then said that both the article and the actions of the journalist had breached Clause 2 of the Editors Code by intruding into his private life. He said that the actions undertaken by the journalist – contacting his place of work – demonstrated a clear lack of respect to his private life. He said that there could be no possible public interest in the intrusion; he was not a public figure, and the extent of his public profile was a public Twitter account with a little over 2000 followers. He further noted that his Twitter account did not include any reference to his professional role or his employment.

12. The publication said that it did not accept that the article or the writer's actions had breached the Editors' Code. Turning first to the complainant's Clause 1 concerns, it said that the article was clearly distinguished as comment, and therefore as the writer's view of the complainant and his public Twitter presence. It said that there were reasonable grounds at the time of the article's publication to suspect that the complainant's departure from his previous role was linked to his Twitter activity, and the article was not significantly inaccurate, misleading or distorted in its portrayal of the events leading to the complainant's departure from his previous role: the journalist had contacted the complainant's previous employer, and had later been informed that he was no longer employed by the company.

13. It then said that the writer's characterisation of complainant's Twitter thread was supported in the article by the inclusion of the exact wording of the Tweets – therefore, both the basis for the characterisation, and the fact that it was indeed the writer's characterisation, were made clear in the article itself. It said that, from the outset of the article, it was clearly distinguished as the writer's view and his retelling of his experiences. It further said that it did not consider that there was a need to approach the complainant, where the article was based on the complainant's public tweets and there was no dispute that the tweets had been accurately quoted.

14. Turning to the complainant's Clause 2 concerns, the publication noted that the article commented on the complainant's public Twitter account, and that the actions of the writer had been prompted by information which was publicly available.

Relevant Code Provisions

Clause 1 (Accuracy)

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

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

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

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

Clause 2 (Privacy)*

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

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

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

Findings of the Committee

15. The Committee noted that the Editors' Code makes clear that the press is allowed to editorialise and to publish comment, provided it is distinguished from fact. With this in mind, the Committee first considered the article's claims that the complainant had "an obsession with Jews, with Jewish communal bodies and with denying the existence of Labour antisemitism" and that he was a "Jew-hater".

16. While the Committee understood that the complainant disputed this characterisation of his comments, it was clearly distinguished as the view of the writer: it followed a first-person narrative account of the writer taking "a look at [the complainant's Twitter] timeline to see what else he had to say", and made clear that it was the writer who had "found" the timeline which he considered showed "a man with what might best be described as an obsession with Jews, with Jewish communal bodies and with denying the existence of Labour antisemitism". The Committee also noted that the article stated that the writer "believed" that he was a "Jew-hater". The article included specific tweets that the writer had based his characterisation on, which the complainant did not dispute that he had published; the factual basis for the characterisation was, therefore, clearly set out in the article. Therefore, while the Committee understood that the complainant disputed the writer's characterisation of his Twitter timeline, where it was clearly distinguished as the writer's characterisation and the factual basis for the characterisation was not in dispute, there was no breach of Clause 1 on this point.

17. The Committee next considered the complaint about the references to the complainant's loss of employment, which the complainant had said were

inaccurate as they misleadingly implied that he had left his role due to his previous employer finding that he was anti-Semitic. While he accepted that his social media activity was linked to his departure, he said that at no point had he been informed that his departure was linked to allegations of anti-Semitism. It was acknowledged by the publication that the writer had received no direct information about the reasons for the departure, including any information about whether any findings had been reached about the complainant's conduct as part of that process, or the nature of any such findings. By contrast, in the view of the Committee, the article made a factual claim that the complainant had lost his job due to the claim of anti-Semitism; the writer stated that he had "show[n] the antisemites that their actions have consequences"; and that the complainant had "suffered the consequences of his bigotry". In the view of the Committee, the publication of these claims in this form failed to distinguish the writer's conjecture as such. The claims, appearing throughout the article, gave the misleading impression that it was a matter of fact that the complainant had departed his role due to anti-Semitism.

18. Where the publication had not distinguished the writer's comment and conjecture from fact, there was a breach of Clause 1 (iv). This breach was significant, where it rendered the article misleading as to the circumstances in which the complainant had departed his role.

19. Turning next to the complainant's Clause 2 concerns, the Committee noted that it was not in dispute that the information which the article reported on – the complainant's Twitter presence, his hobbies, and his professional role – had all been in the public domain, either via the complainant's public twitter page, or public search results about the complainant. The wording of Clause 2 makes clear that the Committee, in assessing possible breaches of Clause 2, should take into account the extent to which the material complained of is in the public domain. Where the material complained of in the article was in the public domain, the Committee found no breach of Clause 2 on this point.

20. The Committee considered next whether the actions undertaken by the writer when writing the article – namely, contacting the complainant's employer – represented a breach of Clause 2. The Committee again noted that the writer had not used any information which was not in the public domain to contact the complainant's workplace; his workplace and role had appeared in an internet search of the complainant, which he did not dispute. The Committee further noted that the terms of Clause 2 make specific reference to the "private and family life" and "home". It did not consider that contacting the complainant's workplace represented an intrusion into his private and family life. Therefore, the Committee found that the journalist's actions did not breach the terms of Clause 2.

Conclusion(s)

21. The complaint was partly upheld under Clause 1 (iv).

Remedial Action Required

22. Having upheld a breach of Clause 1 (iv), the Committee considered what remedial action should be required. In circumstances where the Committee establishes a breach of the Editors' Code, it can require the publication of a correction and/or an adjudication, the terms and placement of which is determined by IPSO.

23. The article was significantly misleading with regards to the circumstances of the complainant's departure from his previous employer, where it presented speculation on the part of the publication as fact. The Committee considered a correction to be the appropriate remedy to this breach, where the misleading information was limited to the text of the article, and the Committee was mindful of the need to balance the fundamental right to freedom of expression with the requirement to take care not to publish misleading information. Therefore, on balance, the Committee considered that a correction, putting the complainant's position on record, to be an appropriate remedy.

24. The Committee then considered the placement of this correction. This correction should be added to the article, should it still remain online, as a footnote. Should the article be removed, the correction should appear as a standalone article. The wording of the correction should make clear that the publication had no basis to imply that the complainant had departed his role due to his employer finding that he was antisemitic. The wording should be agreed with IPSO in advance and should make clear that it has been published following an upheld ruling by the Independent Press Standards Organisation.

Date complaint received: 30/08/2022

Date complaint concluded by IPSO: 14/06/2022

Appendix D

Paper No.	File Number	Name v Publication
2271	03296-21	Carr v Southend Echo
2288	05855-21	Duah v metro.co.uk
2298	07938-21	Various v express.co.uk
2300	04631-21	Brewis v Mail Online
2306	04515-21	Brassington v stokesentinel.co.uk
2326		Request for review
2277	04780-21	Jacobson v Liverpool Echo
2287	06034-21	Versi v The Daily Telegraph
2329		Request for review
2334		Request for review
2259	2918320/ 29184-20/29209-21	Abassi v Daily Mirror/Manchester Evening News/lancs.live
2284	02758-21	The Society of Homeopaths v The Sunday Telegraph
2339		Request for review
2273	03072-21	Agbetu v thejc.com
2292	04642-21	Robinson v walesonline.co.uk
2321	04366-21	Ali v Lancashire Telegraph
2324	06339-21	Extinction Rebellion v Telegraph.co.uk
2340		Request for review
2344		Request for review
2348		Request for review
2357		Request for review
2360		Request for review
2365		Request for review
2372		Request for review
2378	10324-21	Morgan v The Daily Telegraph
2376	10749-21	Sokal v kentlive.news
2407	10074-21	Sutherland v Daily Record
2419	13135-21	Foster v Wigan Observer
2423	12296-21	Hussein v thejc.com
2368	07403-21	Foster v Mail Online
2369	07404-21	Foster v Hull Daily Mail
2403	11993-21	Brews v mirror.co.uk
2424	00505-22	Various v mirror.co.uk
2353	07457-21	Miah v theoldhamtimes.co.uk
2396	10662-21	Champion v kentonline.co.uk
2405	11065-21	Keenan v The Times
2406	10659-21	Hagyard v Mail Online

2420	13300-21	Hagyard v Liverpool Echo
2426	13204-21	A man v Doncaster Free Press
2427	11234-21/11236-21/11237-21	A man v liverpoolecho.co.uk/gazettelive.co.uk/dailyrecord.co.uk
2428	11214-21	Zaman v The Mail on Sunday
2440	01199-22	Maksoi v northantslive.news
2404	09326-21	Kennedy v Real People