Paper No. 2833

CONFIDENTIAL

MINUTES of the COMPLAINTS COMMITTEE MEETING
Tuesday 11th October at 10.30am
Remote via zoom conference

Present

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

In attendance:

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

Also present: Members of the Executive:

Rosemary Douce
Alice Gould (remotely)
Sebastian Harwood (remotely)
Emily Houlston-Jones
Natalie Johnson
Beth Kitson
Freddie Locock-Harrison (remotely)
Molly Richards
Martha Rowe (remotely)

Observers:

Jonathan Grun, Editors Code of Practice (remotely)
Sir Bill Jeffrey, External Reviewer
Rebecca Keating, External Reviewer assistant

1. Apologies for Absence and Welcomes

Apologies were received from Miranda Winram and Tristan Davies

2. Declarations of Interest

There were no declarations of interest

3. Minutes of the Previous Meeting

The Committee approved the minutes of the meeting held on 6 September 2022.

4. Matters arising

There were no matters arising.

5. Update by the Chairman – oral

The Chairman updated the Committee on recent political developments and meetings that he and the Chief Executive had had with external stakeholders.

6. Complaints update by the Head of Complaints – Oral

The Head of Complaints updated members on ongoing matters and his plans for some upcoming quality assurance work in relation to the placement of online corrections.

7. Complaint 00514-22 Kiehlmann v Scottish Mail

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

8. Complaint 09453-22 A woman v Daily Mirror

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

9. Complaint 02488-22 the Duke of Northumberland v thetimes.co.uk

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

10. IPSO's EDI Strategy: Presentation by the Chief Executive
The Chief Executive briefed members on IPSO's new EDI strategy and her plans for implementation.

11. Complaints not adjudicated at a Complaints Committee meeting

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

12. Any other business

There was no other business.

13. Date of next meeting

The date of the next meeting was subsequently confirmed as Tuesday 29th November 2022

APPENDIX A

Decision of the Complaints Committee – 00514-22 Kiehlmann v Scottish Mail on Sunday

Summary of Complaint

1. Dr Jonathan Kiehlmann complained to the Independent Press Standards Organisation that Scottish Mail on Sunday breached Clause 1 (Accuracy), Clause 2 (Privacy), and Clause 10 (Clandestine devices and subterfuge) of the Editors' Code of Practice in an article headlined "SNP researcher is suspended from Commons over tweet 'advocating armed violence'", published on 24th October 2021.

2. The article included the subheadline, "Sinister photograph of trans woman carrying assault rifle was posted just a day after MP David Amess was stabbed to death" and reported that an "SNP official [the complainant] has been suspended from Westminster by the Speaker over a post apparently 'advocating armed violence'". It stated that "the image[…] of a transgender woman at a protest rally armed with an assault rifle, has horrified MPs". The article said that "[a] member of the public saw the image and Sir Lindsay Hoyle, Speaker of the House of Commons, was contacted". Following this, the Speaker "temporarily stripped [the complainant], an SNP researcher working in Westminster, of his parliamentary pass". It reported that "[t]he image was posted just a day after MP Sir David Amess was fatally stabbed […], an attack that has left all MPs fearing for their safety". It quoted "One senior party source" who "said: 'That he should advocate armed violence against women, especially on the weekend of an MP's murder, should lead to his dismissal for gross misconduct'". The article stated that the complainant "retweeted a post saying Antifa (anti-fascist) demonstrators should attend terf meetings. That post was part of a Twitter thread which included a picture of a trans woman […] armed with an assault rifle".

3. The article reported that the complainant had "since deleted his retweet of a post by the American activist Emily Gorcenski, who wrote: 'Proud to see Antifa showing up at TERF events, a thing I've been saying for a long time is necessary.' She then posted a picture of a trans woman at a rally, holding an assault rifle – which Dr Kiehlmann did not retweet – and the words: 'What every TERF meeting should see when they look out of the window.'" The article also stated that "a lawyer for [the complainant] said he was not aware of his pass being revoked". The article further reported that "Nationalist MP Joanna Cherry has complained of suffering abuse from within the SNP, and being branded 'transphobic' and a 'terf' - trans-exclusionary radical feminist - for her views on gender self-ID" and that a source had said "[the complainant] has been 'vocally criticising' Ms Cherry, 'openly and in public'". The article also included an image of the complainant and the tweet that showed an individual with an assault rifle and appeared with the caption, "INFLAMMATORY: SNP researcher [the complainant], left, and the

image at the centre of the latest bitter controversy over trans versus feminist rights".

4. The complainant said that the article was inaccurate in breach of Clause 1 because the headline, sub-headline, and the first three-quarters of the article suggested that he had retweeted the tweet of an individual holding an assault rifle. He said that the image of the tweet and the caption continued this misleading impression. He stated he had not even seen this tweet, let alone retweeted it. The only tweet that he had retweeted was the statement about Antifa showing up at "TERF events". The full explanation made clear what he had retweeted and that he had not retweeted the post featuring the armed protester, had not come until late on in the article. He also said the article had reported that he had not retweeted this image without stating explicitly that he had been suspended due to an allegation he had retweeted the image of the armed protester.

5. The complainant said the article was further inaccurate to report that he had been suspended when the publication had been fully aware that the basis for his suspension – a false allegation to the Speaker that he had retweeted the tweet of the armed protester – was false. The publication did not make clear until late in the article the true situation. The publication had made clear that the suspension was temporary but had not made clear that he had been suspended pending an investigation. This investigation had found that he was not guilty and that there was no evidence of any wrongdoing. The complainant added that he was unaware of the suspension as it had not impacted his ability to work and he had not missed any work as a result.

6. The complainant further said that, as the article implied he had retweeted a tweet involving an individual holding an assault rifle, it suggested he advocated violence, and particularly violence against women, which he did not. He cited the quote from a "senior party source" that said "'[t]hat [the complainant] should advocate armed violence against women, especially on the weekend of an MP's murder, should lead to his dismissal for gross misconduct'" as specific evidence of this misleading impression. He said that gender was not involved and that the original tweet was not gender-based.

7. He said he had been contacted by a reporter, after his lawyer had approached the publication, and had provided a statement that said, "Like everyone else I was devastated by the news of David Amess's death. I spent the last week speaking out against online abuse and all threats, and for support for all on the parliamentary estate, as I have done on many previous occasions. I wish no harm to anyone." This statement had not been included within the article, which the complainant said contributed further to the inaccurate impression that he was advocating violence.

8. The complainant said the article also breached Clause 1 because it reported a quote from a source that said he "has been 'vocally criticising'" Ms Cherry, 'openly and in public'". He said that where the claim related to him "'vocally

criticising'" the MP "openly and in public", this was a relatively objective claim. He asserted that he had never vocally criticised the MP "openly and in public" and so the suggestion he had was inaccurate. Furthermore, he said he had not been asked by the publication whether he had criticised the MP. There was a delay in the complainant raising this point and it was brought to IPSO's attention for the first time in March. The complainant also said that the article breached Clause 1 because it referred to the individual featured in the photograph as a "transwoman". He said there was no evidence to support the description of this individual as "trans".

9. The complainant said the article also breached Clause 2 because it implied that he was inciting violence against women, and that this represented a threat to his private life. He said that people he knew had read the article and shared it, and implied he was violent. The complainant also said the article breached Clause 2 because the publication had approached him to ask about the suspension of his pass before he became aware that his pass had been suspended. He also said he had an expectation of privacy that the publication would not find out about his suspension when he was not even aware of it and so was evidently not a serious matter.

10. The complainant also said the article breached Clause 10. He said that the reporter had contacted his lawyer and stated that a source in the Speaker's office had confirmed his pass was suspended. However, the Speaker's office stated that this was not the case.

11. During the course of IPSO's investigation, the complainant suggested the following clarification/correction (alongside the removal of the article from PressReader):

"On 23 October 2011, we published an article "SNP researcher suspended from Commons over tweet 'Advocating armed violence'". In it we noted that a Dr Jonathan Kiehlmann had been suspended over a tweet he did not retweet. We did not note that his suspension was due to a false claim he had shared the pictured tweet. He did not share the tweet in question. In view of this, it was not appropriate to publish the article. The headline referenced a quote attributed to an anonymous SNP source which said Dr Kiehlmann had "Advocated armed violence against women", which is baseless and not true. We chose not to include any quote from Dr Kiehlmann, including the one he provided making it clear he had never and would never advocate armed violence. We did not intend to say he supports any sort of violence against women. We apologise to Dr Kiehlmann for these errors. Additionally, we referred in the subhead to a picture of "A transgender woman" without basis for thinking the women was transgender, or for including that detail in the article. A quote in it from an SNP source claimed that Dr Kiehlmann had been publicly critical of Joanna Cherry: this is not the case."

This was not accepted by the Publication.

12. The publication said it did not accept a breach of Clause 1. It stated that the Twitter user who had posted the tweet showing a person with an assault rifle had done so as part of a thread composed of three tweets. The first tweet stated "'Proud to see Antifa showing up at TERF events, a thing I've been saying or [sic] a long time is necessary'". The second said "The diversity of tactics in combatting hate is necessary." The third was the comment and image which was reproduced in the article – "What every TERF meeting should see when they look out of the window" and a picture of an individual holding an assault rifle. The publication asserted that the article made clear which of the tweets the complainant had retweeted as it reported that he "retweeted a post saying Antifa (anti-fascist) demonstrators should attend terf meetings" and that this "post was part of a Twitter thread". The publication said the article had made clear that the complainant had not retweeted the inset image, but that it had been included as part of the Twitter thread. In addition, the publication argued that where the complainant had retweeted the first tweet, this demonstrated his support for the post.

13. The publication also did not accept a breach of Clause 1 regarding the omission of the complainant's statement from the article. It said there was no obligation under the Code to include a person's statement and the omission of this statement did not render the article inaccurate or misleading. It argued the statement did not provide additional context or a different perspective.

14. Regarding the complainant's concern that it was inaccurate to say that he and the tweet advocated armed violence and violence against women, the publication also did not accept a breach of Clause 1. It said that the article contained a quote from a source that said the tweet and the complainant "advocated armed violence" and that this quote was clearly presented as the opinion of the source. The publication said that this source was entitled to express their opinion on the tweet, but whilst the complainant might disagree with that interpretation, reporting the opinion did not make the article inaccurate. Furthermore, the publication also said the Twitter thread clearly advocated violence against feminists who held contrary views to the tweeter.

15. The publication also said it was not inaccurate for the article to report he was suspended for retweeting the image of the person holding a gun because this was the reason for the suspension. Therefore, it was irrelevant as to whether he had retweeted that specific tweet. Similarly, it said the article had reported the status of the complainant's pass accurately at the time of publication as the pass was not reinstated until after the article had been published.

16. The publication also did not accept a breach of Clause 1 regarding the claim in the article that "[the complainant] has been 'vocally criticising' Ms Cherry, 'openly and in public'". It said that this was clearly a quote from a source and attributed as such. The publication stated that it would have been understood as the opinion of the source and that what "criticism" is, can be subjective. Nonetheless, in July, it offered to publish the following wording in the Corrections and Clarifications box on page 2 if it would resolve the complaint:

"An article 'SNP researcher is suspended from Commons over tweet 'advocating armed violence'' (Oct 24) quoted a source saying Dr Jonathan Kiehlmann had been openly critical of Joanna Cherry MP. Dr Kiehlmann denies this; we are happy to put his position on record".

17. The publication also did not accept a breach of Clause 2. It said that this Clause related to the newsgathering process, and also whether a person had a reasonable expectation of privacy over information that was published without their consent. As such, the concerns the complaint had that people who knew him had read the article did not engage the terms of the Clause. It also did not accept a breach of Clause 2 regarding the information that the complainant's pass was suspended. It said that this related to his professional life, rather than his private or family life. In addition, his concern that he discovered his pass was suspended after the journalist had been made aware was really an issue for the Speaker's office. The publication also asserted that the public had a right to know about the conduct of staff working in Parliament that had resulted in the suspension of their pass.

18. Regarding Clause 10, the publication said no subterfuge was used during the research of the article.

19. The complainant said the Twitter thread was made up of five tweets, rather than three. He said the tweet that had caused the controversy was published twenty-five minutes after the initial tweet and, therefore, there was no evidence that this tweet had been part of the thread when he retweeted the only tweet he interacted with. He stated that he retweeted a single tweet, without seeing the rest of the thread, using a Twitter profile that stated retweets do not represent endorsements. He said that it was inaccurate to claim he had supported posts he had not seen. Furthermore, the complainant said that the thread had also included a tweet that said the poster was not calling for violence as it said, "Supporting many kinds of […] legal protest (ie tactics) is far from incitement to violence".

20. The complainant did not accept the publication's offered correction as a resolution to his complaint.

Relevant Code Provisions

Clause 1 (Accuracy)

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

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

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

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

Clause 2 (Privacy)*

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

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

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

Clause 10 (Clandestine devices and subterfuge)*

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

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

Findings of the Committee

21. The Committee noted that the article prominently featured the tweet of an image showing an armed protester with the caption "What every TERF meeting should see when they look out of the window". This was accompanied by a sub-headline at the top of the page which referred to this as a "Sinister photograph of [a] trans woman carrying [an] assault rifle [which had been] posted on Twitter the day after David Amess' death" and a headline that the complainant had been suspended from the House of Commons over a tweet "'advocating armed violence'", following a complaint. However, the newspaper had been aware at the time of publication that the complainant had not retweeted the tweet shown, and which was described in the sub-headline. While this clarificatory information had been included in the article it was not until much later: the ninth paragraph of the article where it stated that the complainant had retweeted a post which appeared in the same thread as the tweet featuring the armed protester, and

approximately two thirds of the way through the article it was explicitly stated that the complainant had not retweeted the post in question.

22. The subject of the complaint and the question for the Committee was whether the headline, sub-headline and image of the tweet featuring the armed protester gave the actively misleading impression that the complainant had tweeted the post featuring the armed protester, and whether the clarification included in the article that the complainant had not retweeted it was sufficient to remedy any misleading impression. The Committee considered that it was not necessary to consider the impact of whether the article had specifically reported what the allegation was that led to the complainant's suspension, given that the central issue was the impression given by the article as to which post had been retweeted.

23. The two inset images showed the tweet featuring the armed protester, which the complainant had not retweeted, and an image of the complainant. The Committee considered that the combination of those images presented side-by-side; the sub-headline which referred to the pictured tweet being posted following the death of David Amess; and the headline reporting the complainant's suspension over the tweet, was misleading as it gave the impression that the complainant had retweeted the image of the armed protester when that was not the case. The misleading impression was not clarified until more than halfway through the article when it stated that the complainant "did not retweet" the image of the armed protester. The publication had, therefore, not taken sufficient care not to publish misleading information or images and so there was a breach of Clause 1(i). The suggestion that the complainant had retweeted an image of someone with an assault rifle when in fact he had only retweeted a post that noted Antifa attendance in general terms created a misleading impression that was significant and required correction under the terms of Clause 1(ii).

24. The Committee then turned to the omission of the complainant's statement that he "wish[ed] no harm to anyone" and the complainant's concern that this furthered the inaccurate claim "he … advocate[d] armed violence" and that he had advocated violence against women more specifically. The Committee acknowledged that the comment from the "senior party source" had clearly been attributed as a quote to that individual. However, this was a serious allegation: that the complainant advocated violence. The complainant had been approached for comment and had provided a statement in which he expressly stated that he "wish[ed] no harm to anyone". While the Committee noted that the seeking or inclusion of comments from the subject of an article was not mandatory under the Code it acknowledged that it was sometimes necessary to ensure that care is taken over accuracy; particularly when serious allegations were made. In this case, the omission of this part of the complainant's statement from the article meant he was denied the chance to respond to a serious claim about his conduct and left the claim he advocated violence against women unchallenged. The Committee concluded that, where there was a clear claim that the complainant advocated violence, and where the complainant's response to

this was omitted, the article was misleading, and the publication had not taken care to avoid publishing inaccurate information. There was a breach of Clause 1(i) on this point. The Committee considered this was significant given the seriousness of the allegation made against the complainant.

25. The Committee then turned to the point of complaint regarding whether the complainant had criticised a named MP "openly and in public". The Committee noted that the quote was clearly attributed to a source; however, where the anonymous source made a statement of fact about the behaviour of the complainant "openly and in public", in order to take sufficient care not to publish inaccurate or misleading information, the publication should have taken steps to verify the claim prior to publication, such as with an on-the-record source or the complainant. The publication had not demonstrated that it had taken any additional steps to corroborate the claim and had been unable to qualify the quote from the anonymous source. It had not, therefore, taken sufficient care over the accuracy of the claim. There was a breach of Clause 1(i) on this point.

26. The Committee noted that the complainant had an additional concern that the article suggested he "advocated violence" against women specifically. On this point the Committee considered that given that the article claimed that he advocated violence in general terms and found the publication in breach of the Code for omitting his reply, the gender of his alleged targets was immaterial to the central point of complaint. There was no breach of Clause 1 on this point.

27. The publication had offered a clarification regarding the claim of criticism of the MP "openly and in public", however, no correction had been offered with regards to the two other breaches of Clause 1. Where the correction offered did not cover all the misleading information within the article, there was a breach of Clause 1(ii).

28. The Committee then considered the point of complaint regarding whether omitting that the complainant's pass had been suspended pending an investigation made the article inaccurate or misleading. Where the complainant's pass had been suspended at the time the article was published, it was not inaccurate or misleading for the article to include this nor did it need to include that there was an ongoing investigation. There was no breach of Clause 1 on this point. Regarding the complainant's concern that it was inaccurate to refer to the individual in the image as "trans" because there was no evidence for this, the Committee considered that the complainant was a third-party in relation to this concern. IPSO may, but is not obliged to, consider third party claims about accuracy. In this case, the complaint related to the individual's personal characteristics and identity. As such, the Committee concluded it would be inappropriate to consider this point further without the involvement of this individual and made no finding on this point.

29. The Committee then considered the complaint under Clause 2. The complainant had said that the article intruded into his private life by alleging he advocated violence. The article reported on his suspension from work and the

reasons behind this. Where the article concerned his work life as a parliamentary researcher and reported his public activity on social media, this was not information which amounted to an intrusion into his private life. There was no breach of Clause 2 on this point. The complainant also said the publication had breached his privacy by approaching him regarding the suspension of his pass before he had been informed by the relevant authorities. The publication discovering and then relaying information to the complainant about his own work life did not engage the terms of the Code: the information did not relate to his private life and, in any case, was revealed only to himself at that point. Therefore, the disclosure of this information to the complainant before he had been made aware through formal channels did not represent a breach of Clause 2.

30. The Committee then considered the complaint under Clause 10. Whilst the complainant had been told by the Speakers' Office that the publication had not been made aware of the story from them, the publication stated that no subterfuge had been used and the information had come from a confidential source. Clause 10 relates to the obtaining of information by journalists through clandestine means or by deploying subterfuge – for instance, by using undercover reporters. The complaint regarded from where the information had originated. A general concern that subterfuge was involved did not constitute a breach of Clause 10.

Conclusion(s)

31. The complaint was partially upheld under Clause 1.

Remedial action required

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

33. The Committee considered that the newspaper had not taken the necessary care when reporting on which tweet the complainant had retweeted and had been misleading on this point. Where the article had accurately reported that the complainant had been suspended based on an allegation that he had retweeted the image of the individual holding a gun and did set out some way down the article which tweet the complainant had retweeted, the Committee decided a correction making clear the respect in which the Committee had found the original article to be misleading and setting out the correct position. Similarly, the Committee considered the omission of the complainant's statement in the context of addressing a claim from a confidential source that he had "advocate[d] violence" represented insufficient care by the publication. Where the allegation that the complainant "advocate[d] violence" was clearly attributed to a source, the Committee considered that a correction that made clear the complainant

"wish[ed] no harm to anyone" to be the appropriate remedial action. The Committee also considered the publication had not taken sufficient care when reporting a claim from an anonymous source that he had criticised an MP "openly and in public". The claim had been placed in quotes and attributed to a source; however, the publication had not taken steps to substantiate this claim. Again, the Committee considered that a correction was the appropriate remedial action in these circumstances.

34. The Committee then considered the placement of the correction. It should appear in the established Corrections and Clarifications column and should make clear that the complainant had not retweeted the post featuring the armed protester, the claim that the complainant had criticised the MP "openly and in public" had not been verified, and that the part of the complainant's statement that he "wish[ed] no harm to anyone" had been omitted from the article. It should state that it has been published following an upheld ruling by the Independent Press Standards Organisation. The full wording and position should be agreed with IPSO in advance.

Date complaint received: 18/01/2022

Date complaint concluded by IPSO: 15/02/2023

APPENDIX B

Decision of the Complaints Committee – 09453-22 A woman v Daily Mirror

Summary of Complaint

1. A woman complained to the Independent Press Standards Organisation that Daily Mirror breached Clause 1 (Accuracy), Clause 2 (Privacy), Clause 3 (Harassment) and Clause 14 (Confidential sources) of the Editors' Code of Practice in an article headlined "Evil Bellfield's girlfriend: I'm not ashamed / I AM NOT ASHAMED..LEVI HAS CHANGED", published on 13 May 2022.

2. The article reported on a relationship between an unnamed woman and a convicted serial killer. The article was featured as a teaser on the front page of the newspaper showing a picture of the woman with her face pixelated alongside the man's head shot. It described the article as an "exclusive" with the headline: "Evil Bellfield's girlfriend: I'm not ashamed".

3. The substantive article appeared on pages eight and nine of the newspaper, and was again described as an "exclusive". It contained several quotes attributed to the "girlfriend" of the serial killer: that he had "changed" in prison; was "not a monster" but had "a bad past" and "has remorse". The article also quoted her as saying that she was "not ashamed" of the relationship; and that she was "no random silly woman with an obsession for serial killers. I'm a very educated, intelligent woman, nobody's fool. I don't know Levi from 2002, I know the Levi of now. Well since 2019. I'm extremely non-judgmental, and although I have great empathy with the victims, I have empathy with Levi too. He is my partner, we have an extremely close relationship – people may not understand that, but we all make our choices in life" and they had shared "kisses and cuddles" in jail and had "moaned about prison conditions". The article reported that Mr Bellfield was "planning to get married in prison" and that he had "consulted a solicitor to help him with his plan to marry and ha[d] lodged an application with chiefs at Frankland prison in Co Durham".

4. The article also appeared online under the headline "Exclusive: Levi Bellfield's girlfriend says killer is 'not a monster' and has 'changed' in prison", and was published on 12 May (one day prior to the print publication) in substantially the same format.

5. The complainant, the woman referred to in the article as the girlfriend of the serial killer, said that the article was in breach of Clause 2. She had read an article about her partner which appeared in a previous, Sunday edition of the newspaper, and said she had written to the journalist who wrote that piece on 1 May to make a complaint about it.

6. In that email, the complainant stated: "I am writing to you on behalf of my partner levi Bellfield re the article you published in todays paper. He wishes to make the following comments" [sic] and then explained why the man considered

the article to be inaccurate. The complainant also made comments on their relationship in this email, some of which were included in the article under complaint. She had ended the email stating: "Levi will be putting an official complaint in. This email is confidential in that obviously gives my name. If you print my name I will not hesitate to sue you! For the simple reason there are many many judgemental people in this world, haters and I have to think of my own family and myself. My windows would no doubt be put through! Thank you for respecting my privacy" [sic].

7. The reporter responded via email on 2 May asking if the complainant would be willing to meet to discuss the matter. On the same day the complainant responded by email that she would need to think about it and discuss the matter with her partner. She also made further comments about herself, her relationship and prison conditions, which were included in the article. The complainant ended this email by stating: "As I said please respect my privacy and under no circumstances ever reveal my name as you would put me and my family in danger due to the judgemental haters of this world. He's been sentenced and lost his life too. But still it's not enough and people would without doubt come after me. I'm not ashamed of my relationship with Levi, but I have a family to protect too. I hope you understand that" [sic].

8. The complainant said that she received a phone call from the reporter on 10 May but was unavailable to speak at that time. She said she was unsure as to how the newspaper had obtained her phone number and was concerned it had obtained it from a separate complaint she had with IPSO. She considered that using her contact details in this manner intruded into her private life.

9. On 11 May, the complainant said she received a WhatsApp message from the journalist, which she provided to IPSO. The message said that the publication would be publishing a piece about her engagement to the man and wanted to speak to her about it. The complainant responded to the message saying it was "absolute rubbish" then said, "In fact send me your email I will give you a statement". She also referred to a "duplicate story", as a separate newspaper had published a story about her relationship to the prisoner, which she did not want to make a complaint about as she did not consider herself to be identifiable by the pictures it had used. The complainant also said she had received 20 missed calls from an unknown number on this date.

10. On 12 May, after the publication of the online version of the article, the complainant sent a further email disputing the accuracy of the article under complaint and stated she was not engaged. She also stated "Now please leave me alone, I'm changing my phone number and email. I have been advised by my solicitor to ignore you completely. It's nothing less than harassment at it's best" [sic], and then on 14 May she sent a further email which stated "Do not contact me by email or phone ever again. A complaint has gone in about you, your behaviour is beyond comprehension".

11. The complainant said that her email of 1 May had been her first contact with the publication and that had been solely to make a complaint about the previous article in the Sunday edition. She said that she had stressed that the correspondence in relation to this complaint was confidential. She said, therefore, that she had an expectation of privacy over the information contained in her correspondence and that the publication should not have published her comments.

12. The complainant also said that the use of the photo of her taken from social media was a breach of Clause 2. She said that, whilst the images were pixelated, they were her profile photos and were clearly recognisable to anyone who knew her. The complainant said that she had been recognised at the prison by another visitor due to the photos included in the article. She said that by publishing her likeness in this way and connecting her with the prisoner, the newspaper had put her and her family at risk. The complainant also said that her Facebook account was private and had been for several years.

13. The complainant also said that as she had stated that the email was "confidential", as well as having requested her privacy be respected and her name not be revealed, the publication had breached its moral obligation to protect her as a confidential source under Clause 14 by publishing the contents of her email.

14. The complainant also said that the reporter's behaviour prior to the publication of the article amounted to harassment in breach of Clause 3. She said that a journalist had requested to meet her, however she did not want to meet him. She also said that after failing to respond to his messages, he had also attempted to call her and sent her messages on WhatsApp. The complainant said she had only engaged in correspondence with the publication to correct the story published in the Sunday edition, and that she had felt "hounded" and intimidated by the publication's subsequent efforts to contact her. She said on 11 May she had asked the publication not to publish the story, but it did so anyway.

15. The complainant also said that the article was inaccurate in breach of Clause 1. She said that the article had been described as an "exclusive" which gave the misleading impression she had willingly been interviewed by the newspaper, when in fact she had been trying to make a complaint and had not believed the content of her emails would be published. In addition, the complainant said that she was not engaged to the prisoner, nor had she ever told the newspaper that she was.

16. The publication did not accept a breach of the Code. It said that the complainant had initiated contact with a reporter and had willingly provided information in response to an earlier article. It acknowledged that the complainant had asked for her name not to be revealed and said that it had taken efforts to protect her identity, such as omitting her name and pixelating photographs of her. However, it noted that the complainant had started her first

email by stating that she was writing on behalf of the prisoner and that he wanted to make "the following comments". The publication said, therefore, that it was reasonable for the newspaper to interpret the email sent by the complainant as a right of reply and to clarify points regarding their relationship which it was entitled to publish. It also noted that when the reporter asked the complainant if she wanted to meet, she gave further information about her relationship, yet only expressed concerns that the publication not reveal her name. The publication also supplied a transcript of the phone call with the complainant and said that at the end of the phone call the complainant asked if she could call the reporter the next day, and in the subsequent WhatsApp messages she had asked to "give a statement". It said that in these circumstances the complainant did not have a reasonable expectation of privacy over the information in the article.

17. In addition, the publication said it did not consider that the complainant had a reasonable expectation of privacy in respect of being identified in connection to the information in the article. It said that the fact of a relationship was not private, and the complainant had confirmed that she was not ashamed about it. It said that the complainant chose to embark on a relationship with a notorious criminal murderer which would be considered by many to be controversial.

18. With regards to the photographs, the publication said that the images used in the article had been taken from the complainant's open Facebook page, and noted that other images showing the complainant's likeness were also visible on her Twitter page. In addition, the publication noted that the complainant's face was obscured when published.

19. The publication also said that it did not receive the complainant's telephone number from her previous IPSO complaint, which was not received until after it had called her. In addition, it stated that it did not consider that gaining her telephone number in order to clarify information with a view to publication was an intrusion into her private life.

20. Similarly, the publication did not accept that the complainant was a confidential source such as to engage Clause 14. As previously noted, it said that the complainant had provided "comments" and had offered to give "a statement" and therefore the publication did not accept that the complainant had made clear that the information should not be published. It also said that, in any case, the complainant was not identifiable from the article, where the photographs of her had been obscured.

21. The publication also said that there was no breach of Clause 3. It acknowledged that a request to stop contact had been received on 14 May; however, it said that the complainant had not been contacted by the publication after that date. It also said that none of the other contact it had with the complainant amounted to intimidation, harassment or persistent pursuit, but that the complainant was voluntarily providing information to the publication. It also said that the journalist had always been polite in their communications.

22. The publication did not consider that there had been a breach of Clause 1. It repeated its position that it did not consider the emails to be confidential and noted that it was the only newspaper to have been supplied with them. On this basis, it did not consider it to be misleading to describe the article as being "exclusive".

23. The publication also noted that the article did not report that the complainant was engaged, nor did it refer to her as the fiancée of her partner. It said that the article had reported that her partner had "consulted a solicitor to help him with his plan to marry and ha[d] lodged an application with chiefs at Frankland prison in Co Durham". It said, therefore, that this related to the complainant's partner and not her, and that it had been confirmed by the Ministry of Justice.

24. The complainant disputed that her Facebook account was public. She noted that the whole account had been private; however, she accepted that two profile pictures used in the article, had been public. She said she had been unaware of this and had since changed the account to be fully private. She said that the journalist should have been aware that it was private and not used the images.

Relevant Code Provisions

Clause 1 (Accuracy)

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

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

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

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

Clause 2 (Privacy)*

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

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

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

Clause 3 (Harassment)*

i) Journalists must not engage in intimidation, harassment or persistent pursuit.

ii) They must not persist in questioning, telephoning, pursuing or photographing individuals once asked to desist; nor remain on property when asked to leave and must not follow them. If requested, they must identify themselves and whom they represent.

iii) Editors must ensure these principles are observed by those working for them and take care not to use non-compliant material from other sources.

Clause 14 (Confidential sources)

Journalists have a moral obligation to protect confidential sources of information.

Findings of the Committee

25. The Committee noted that the material about the complainant in the article derived mainly from emails sent by the complainant to the publication. The complainant had said they formed part of a confidential complaints process and she therefore had a reasonable expectation of privacy over their contents. The publication said that the emails had not been a complaint, but rather a response to a previous article on behalf of herself and her partner, and that the complainant had only requested that her name not be published, which it was not.

26. The Committee noted that the article did not simply report the existence of the relationship between the complainant and an imprisoned serial killer, but also included a number of details, such as the complainant's feelings about the relationship. The Committee considered that there may be a reasonable expectation of privacy in respect of information of this nature, and in reaching its decision gave careful consideration to the circumstances which existed in this case.

27. The Committee first wished to make clear that providing information to a publication in the context of making a confidential complaint about published material would not amount to a public disclosure for the purposes of Clause 2(ii); IPSO itself requires that material provided as part of an IPSO complaint is to be kept confidential. The Committee therefore carefully reviewed the content of the emails which had been exchanged between the complainant and the publication. The Committee noted that the complainant's first email had started by stating that her partner "wishes to make the following comments" and ended by stating he "will be putting an official complaint in" which suggested

that the information had not been provided as part of a complaint and that any such complaint would follow separately. The Committee noted that the complainant had written in the first email: "This email is confidential in that obviously gives my name. If you print my name I will not hesitate to sue you!", and in the second: "As I said please respect my privacy and under no circumstances ever reveal my name". The Committee considered that those sentences indicated that the complainant expected only that her name would be kept confidential but that, by extension, she did not have a similar expectation in relation to the rest of the information provided. In the second email, which was sent by the complainant in response to the reporter asking if she wished to "discuss" the matter, the complainant said she would have to "think about it", and she also provided further information about her and her partner after stating "just so you know" to the reporter. Again, this email ended with a request for confidentiality only in relation to her name.

28. The Committee noted that the specific piece of information that the complainant had asked to be kept confidential was her name, and this was not published in the article. Having given consideration to the content of the complainant's emails and that they had been sent in response to previously published material but not, in the Committee's view, as part of a confidential complaint about that material, the Committee considered that the complainant had voluntarily disclosed this information to the publication. Having done so, publication of the information did not amount to an intrusion into the complainant's private life. There was no breach of Clause 2.

29. The complainant also said that she had a reasonable expectation of privacy over the photographs had been taken from her Facebook profile and published in the article. She acknowledged that the photographs were public, although the rest of her profile was not. When considering complaints under Clause 2, the Committee considers to what extent the information is already within the public domain. In these circumstances, the photographs used in the article had been placed in the public domain by the complainant and therefore she did not have a reasonable expectation of privacy over them. There was no breach of Clause 2 on this point.

30. The Committee then turned to the question of whether the complainant had been acting as a confidential source and had subsequently been identified in breach of Clause 14. However, the Committee noted that the complainant had not requested to be a confidential source, nor had the publication entered into an agreement with her that she would be a confidential source. She had requested that her name not be published, and the publication did not do so; she was not identified by name, and the publication had taken the further step of pixelating the published photograph of her so that she could not be readily identified from it. There was no breach of Clause 14.

31. The complainant also said that the conduct of the reporter prior to the publication of the article amounted to a breach of Clause 3. The Committee reviewed the written correspondence from the journalist to the complainant,

which it found to be professional and polite. It also noted that, whilst the complainant did not expect to receive a phone call or know how the publication had obtained her number, journalists reaching out to complainants for comment does not in itself represent a breach of Clause 3 – and in fact could be part of their responsibility to take care over the accuracy of published information. Finally, the Committee noted that the first time a request to desist had been made was on 12 May, and that this request had been respected and no further contact was made after this date. On this basis, the Committee did not find a breach of Clause 3.

32. The complainant had also said that it was misleading to describe the article as "exclusive". However, where the article included information which she had provided only to one publication, the Committee did not consider this to be significantly misleading. Additionally, the complainant had said she was not engaged, and that the article was inaccurate to suggest this. However, the Committee noted that the article had not stated she was engaged, but that her partner, not the complainant herself, was "planning to get married in prison" and that he had "consulted a solicitor to help him with his plan to marry and ha[d] lodged an application with chiefs at Frankland prison in Co Durham". As the article did not state that the complainant was engaged, and she had not disputed that such an application had been lodged, there was no breach of Clause 1.

Conclusion(s)

33. The complaint was not upheld.

Remedial Action Required

34. N/A

Date complaint received: 17/05/2022

Date complaint concluded by IPSO: 07/11/2022

Independent Complaints Reviewer

The complainant complained to the Independent Complaints Reviewer about the process followed by IPSO in handling this complaint. The Independent Complaints Reviewer decided that the process was not flawed and did not uphold the request for review.

APPENDIX C

Decision of the Complaints Committee – 02488-22 The Duke of Northumberland v The Times

Summary of Complaint

1. The Duke of Northumberland complained to the Independent Press Standards Organisation that The Times breached Clause 1 (Accuracy) of the Editors' Code of Practice in an article headlined "Duke accused of £600,000 rent demand for rail line", published on 17 December 2022.

2. The article reported on a public inquiry relating to a proposal for a train line "intended to serve deprived and cut-off communities in northeastern England", which it stated the complainant was "allegedly threatening to block". The article explained that the proposed train line would cross land subject to "wayleave" rules, which allow building or access to land in exchange for money, sometimes in the form of rent. The article quoted a lawyer representing Northumberland County Council, the promoter of the scheme, who was reported to have said: "This has culminated in the Duke of Northumberland twice threatening to terminate the wayleaves in a dispute over rent, including after this application was made, with an extraordinary demand for more than £600,000 in rent". The article stated that "Representatives of the duke deny that he is trying to block the train line and says he is 'fully supportive' of it" and that Northumberland Estates had also denied allegations that it was blocking the proposed line. The article contained a statement from the Estate which said: "We are and always have been fully supportive of the project and have already agreed the access and land requirements for the rail line and new facilities with the county council. Unfortunately, we have a separate and a long running dispute with Network Rail, who are attempting to claim private property rights without appropriate consultation and compensation. This disagreement is with Network Rail alone, who have been intransigent for decades, and is the only element of dispute for us." The article also contained quotes from members of the public who had accused the complainant "of being 'money-grabbing' and dubbed [him] 'Scrooge McDuke'", as well as longer quote from a named business manager: "[f]or the duke to be holding out for more than half a million in rent every year is an absolute disgrace. It's money-grabbing, plain and simple".

3. The article also appeared online in substantially the same format, under the headline "Duke of Northumberland accused of £600,000 rent demand for rail line".

4. The complainant said that the article was inaccurate in breach of Clause 1. He said that neither he, nor the Northumberland Estates, had ever demanded any money in return for allowing the development of the passenger train line to go

ahead, or for passenger trains to pass through land owned by the Estate. He also said that this was not the position of Northumberland County Council at the planning inquiry. The complainant therefore said it was inaccurate to report that he had been accused of demanding an annual rent of £600,000 in relation to the proposed rail line. The complainant said that the sums which might become payable under the wayleave agreement were not considered by the Council as having the potential to stop the scheme, nor was it the Council's position that the new passenger service would be unable to run unless the obligation to make payment under the wayleave agreement was removed. The complainant said he had objected to the removal of his right to receive payment under the wayleave agreement and that during the planning inquiry, the Estate had offered an undertaking not to exercise powers of re-entry or forfeiture in the case of late or non-payment of rent.

5. The complainant said the Estate had always been supportive of the scheme for the new passenger railway line, and that a sum of £590,376 (reported in the article as £600,000) was being sought by the Estate from Network Rail in relation to the operation of freight services on the line; this was a separate matter. The complainant said that payment of this sum was not a condition of the proposed passenger line going ahead. He said that it was appropriate for the publication both to correct the article and to provide an apology.

6. The publication did not accept a breach of the Code. It said it had received the report of the inquiry proceedings from what it described as an independent and reputable news agency. It said that as nothing in the copy gave it cause to doubt the accuracy of the information, it did not take any further steps to verify the information and it was entitled to rely on the agency report. The publication said the matter reported in the article was of significant and continuing public interest and noted that the Estate's position on the matter was included in the article, which it said clarified the complainant's position that the Estate was supportive of the scheme; that it denied "blocking" it; and that the dispute with Network Rail was separate.

7. The publication did, however, accept that the original version of the article contained some inaccuracies. It said that the agency reporter had misunderstood the Council's submission at the public inquiry and accepted that the £600,000 figure referred to a dispute involving the complainant and a separate rail project. However, it said that this conflation did not make the article significantly inaccurate. The publication said that, at the public inquiry, the Estate had objected to the inclusion of draft order Article 34 – which would have replaced the rent payable to the Estate under the wayleave agreement with the payment of a lump sum in compensation – and that the effect of Article 34, if adopted, would be that the Estate would not receive a continuing financial benefit from the scheme. The publication said, therefore, that whilst there had been no express demand for rent at the inquiry, the complainant's defence of his right to receive an increase in rent and the right to block the line if this was not received, could accurately be characterised as an implicit demand. The publication said that, whilst there was no definitive figure of the rent which would be payable under the

wayleave agreement, it had calculated the value to the Estate of removing Article 34, and that according to its calculations the sum would be several hundred thousands of pounds a year, which it said was not significantly different from the reported figure of £600,000; it provided details of how it had arrived at this figure. The publication said that the inclusion of the Network Rail dispute was relevant as it demonstrated that the Estate had, in the past, shown that it was prepared to close access in order to enforce wayleave rights. The publication said it did not consider that readers would have understood the article to mean that the complainant had threatened to block the train line unless he was paid £600,000 in rent.

8. Whilst the publication did not consider that the article breached Clause 1, it amended the article. The new headline read: "Duke of Northumberland accused of 'money-grabbing rent demand for rail line" and the article was amended to report that the complainant was: "allegedly entitled to block a new train line […] if the rent is not paid" and "allegedly demanding a six-figure sum in annual rent". In addition, the quote from the named business manager had been changed to remove the reference to "half a million" and now stated that: "For the duke to be holding out for more in rent every year is an absolute disgrace. It's money-grabbing, plain and simple". The publication said the changes by themselves represented sufficient remedial action. However, it had offered to publish a clarification two months after the complainant raised his concerns, and added a clarification to the print version of the newspaper on page 32, and to the online version of the article on 11 April, three and a half months later. The publication said the clarification addressed the points raised by the complainant, and included an apology:

We reported (News, Dec 17) representations made by the Duke of Northumberland at a public inquiry into the proposed new passenger train line between Ashington and Newcastle: the Northumberland Line. The duke was objecting to the removal of his right to charge rent for the line to cross his land and to block the line in the event that rent is not paid. We wish to make clear that no demand for any sum in rent has been made by the duke for allowing the new line to cross his land and he has not threatened to block the line. We apologise for the inaccuracies.

9. The complainant said that the revised version of the article was still inaccurate and reiterated that no "demand" for rent had been made, and that an undertaking not to exercise powers of re-entry or forfeiture had been offered. The complainant also said that the publication's calculations as to what the rent would be were not accurate. The complainant said that in circumstances where it was not true that he was demanding over half a million pounds in rent, the business manager's comment had been given on a false basis and was inaccurate. He also said that it was misleading for the publication to change the quote unilaterally, and that the amended comment should no longer be published.

10. The publication said that the complainant had not explained the reasons behind his objection to Article 34, and that the most reasonable interpretation of the complainant's position was so that he could require the payment of rent from the scheme, and to preserve his right to be able to threaten or take steps that could risk the operation of the railway. With regard to the quote, the publication said it had not spoken to the business manager directly, and that the original quote had been included in the agency report. It said it was not certain how the quote was obtained, but given the context, considered it likely that the basis for the quote was that the complainant was demanding £600,000 in rent. However, it maintained that where its calculation of the rent which the complainant could expect to receive suggested a figure within the region of "half a million", it did not consider the quote to be significantly misleading, but deleted the reference to "half a million" once it became aware of the complainant's position.

11. The publication said that the demand for increased rent and the threat to block the line were correctly presented as allegations in the article – not facts – and were correctly attributed to both the Council at the public inquiry and to concerned local residents. It also said they were balanced by the inclusion of statements on behalf of the complainant, which set out his position.

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

12. The article was a report of a public inquiry in relation to a proposal to reintroduce a passenger train service to a railway line which ran through the complainant's land. It was accepted that, as part of this inquiry the Northumberland County Council had requested that the wayleave right enjoyed by the complainant be revised so that rent was not payable, but that compensation would be provided instead. During the inquiry, the complainant's position was that the wayleave arrangements should not be revised in the way proposed, and that the right to receive rent should remain; however, the Estate

had offered an undertaking not to exercise powers of re-entry or forfeiture in the case of late or non-payment of rent.

13. The Committee noted that the publication had not attended the inquiry itself, but had received the report from an agency. Newspapers are entitled to use reports provided by agencies, but in doing so they are nevertheless responsible for taking care to ensure that information contained in the published copy is not inaccurate, misleading or distorted.

14. Both versions of the article had reported that the complainant was accused of making a "rent demand" for the proposed passenger rail line – with the original version of the article reporting that the sum demanded was £600,000 and the revised version reporting that it was a six-figure sum. The Committee reviewed the documents that had been supplied in relation to the public inquiry, and in particular those that recorded the complainant's position, namely that he objected to the right to receive rent under the wayleave agreement being removed. The publication had argued that seeking to preserve his right to receive rent could be accurately characterised as a "demand", albeit one that was implicit. The Committee did not accept this. It considered that objecting to the removal of a pre-existing right to receive rent was significantly different to a demand for rent, and noted that the publication had not provided any evidence that the complainant had been accused of making a rent demand, either for £600,000 or a different six figure sum. The article had inaccurately reported that the complainant had made a rent demand and where the correct information was in the public domain, this amounted to a failure to take care under Clause 1(i). Where this inaccuracy was central to the article, this was a significant inaccuracy which required correction under Clause 1(ii).

15. The publication had made amendments to the online article. However, the complainant considered that the amended version remained in breach of Clause 1, as it still referred to a "demand" for rent; it did not consider the publication's calculations as to what the rent would be to be accurate; and it still contained the quote from the named business manager, albeit with the reference to "more than half a million" having been deleted. As with the original version of the article, the reference to a "demand" for any figure remained inaccurate, and constituted a breach of Clause 1(i) requiring correction under Clause 1(ii).

16. With regard to the quote from the business manager, the publication had not been able to confirm how the quote had been obtained but, given the context, accepted that it was likely it had been given on the basis that the complainant was demanding £600,000 in rent. Where the quote had been given on a false premise, the Committee considered that it was misleading to include the original quote and the revised quote in the article – as whether the business manager would have held a similar opinion had he not been told that the complainant was demanding £600,000 in rent could not be determined. In publishing this quote, the publication had not taken sufficient care not to publish misleading information, and therefore amounted to a breach of Clause 1(i). Where the quote materially added to the impression that the complainant had made a

demand for rent, which was not the position, this was significantly misleading and required correction under Clause 1(ii).

17. The publication had been made aware of the errors in the articles within a week of the articles' publication, however, it took a further two months before it offered to publish a correction. With regards to the print article, a correction was published in the established corrections and clarifications column, which was duly prominent. However, whilst the correction clarified that "no demand for any sum in rent ha[d] been made", it did not address the quote from the named business manager. In addition, where the publication had been made aware of the inaccuracies in the article within a week of its publication, a delay of two months before offering a correction was not duly prompt. The same correction was also published as a footnote to the online article and, as above, did not correct all the inaccuracies within the article, and the online article continued to contain inaccuracies which had not been corrected. On this basis, the article breached Clause 1(ii).

Conclusion(s)

18. The complaint was upheld under Clause 1.

Remedial Action Required

19. 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.

20. The Committee had found that it was significantly inaccurate to report that the complainant had made a demand for rent, as well as reporting that this had been a six figure sum. It also considered that it was significantly misleading to include the business manager's quote once it had been established that it was based on a false premise. The Committee had found a breach of Clause 1 (ii) given that the correction offered did not address all the inaccuracies and was not duly prompt. The appropriate remedy was, therefore, the publication of an upheld adjudication.

21. The headline of the adjudication must make clear that IPSO has upheld the complaint against The Times and must refer to its subject matter; it must be agreed with IPSO in advance. The adjudication should be published on the same page as the original article, or further forward, in the print newspaper. It should also appear in full on the publication's website with a link to the full adjudication (including the headline) appearing on the top half of the newspaper's homepage, for 24 hours; it should then be archived in the usual way.

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

The Duke of Northumberland complained to the Independent Press Standards Organisation that The Times breached Clause 1 (Accuracy) of the Editors' Code of Practice in an article headlined "Duke accused of £600,000 rent demand for rail line", published on 17 December 2022.

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

The article reported on a public inquiry relating to a proposal for a passenger train line on the complainant's land, which it stated the complainant was "allegedly threatening to block". The article explained that the proposed train line would cross land subject to "wayleave" rules, which allow building or access to land in exchange for money, sometimes in the form of rent. It said the complainant had made "an extraordinary demand for more than £600,000 in rent" in order for the plan to go ahead. The article also contained a quote from a member of the public who said: "[f]or the duke to be holding out for more than half a million in rent every year is an absolute disgrace. It's money-grabbing, plain and simple".

The complainant said that the article was inaccurate as he had not demanded any money in return for allowing the development of the passenger train line to go ahead, or for passenger trains to pass through land owned by the Estate. He therefore said it was inaccurate to report that he had been accused of demanding an annual rent of £600,000 in relation to the proposed rail line. He also said it was misleading to include the quote from the member of public where it had been gained on the premise that a £600,000 demand for rent had been made.

IPSO noted that the complainant had objected to the right to receive rent under the wayleave agreement being removed. However, it found that objecting to the removal of a pre-existing right to receive rent was significantly different to a demand for rent and noted that the publication had not provided any evidence that the complainant had been accused of making a rent demand, either for £600,000 or a different sum. In addition, IPSO found it was significantly misleading to include a quote from a member of the public criticising the complainant gained from giving them this false information. Where the publication had not corrected all the information within the article and where the correction had only been offered two months after the original complaint, the publication had breached Clause 1(i) and Clause 1(ii).

Date complaint received: 14/04/2022

Date complaint concluded by IPSO: 31/10/2022

APPENDIX D

Paper No.	File Number	Name v Publication
2501	00513-22	Walker v Daily Star Sunday
2517	01909-22	Walker v Daily Mail
2510	01863-22	Francesco v walesonline.co.uk
2525	09957-22	Various v thescottishsun.co.uk
2507	13329-21	Nightingale House Hospice v Daily Post
2504	02464-22	Phillips v Daily Mail
2516	09483-22	Various v Daily Mail
2523	06726-22	Singh v mirror.co.uk
2543	10309-22	Various v The Times
2506	01447-22	Rahman v The Jewish Chronicle
2533	01443-22	Risk Management Authority v Scottish Daily Mail
2542	10126-22	Devlin v The Times Scotland
2553	07734-22	Gleeson v Mail Online
2493	01139-22	Mehson v Mail Online
2554	10382-22	Mitchell v The Sentinel (Stoke)
2499	02200-22	Taffurelli v The Sun
2570	10512-22	Bavister v cornwalllive.com
2574	02093-22	Boreland v Sunday Life
2579	10784-22	Various v Telegraph.co.uk