Ofcom Broadcast and On Demand Bulletin

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Introduction

Under the Communications Act 2003 ("the Act"), Ofcom has a duty to set standards for broadcast content as appear to it best calculated to secure the standards objectives[1]. Ofcom also has a duty to secure that every provider of a notifiable On Demand Programme Services ("ODPS") complies with certain standards requirements as set out in the Act[2]. Ofcom must include these standards in a code, codes or rules. These are listed below.

The Broadcast and On Demand Bulletin reports on the outcome of investigations into alleged breaches of those Ofcom codes and rules below, as well as licence conditions with which broadcasters regulated by Ofcom are required to comply. We also report on the outcome of ODPS sanctions referrals made by the ASA on the basis of their rules and guidance for advertising content on ODPS. These Codes, rules and guidance documents include:

a) Ofcom's Broadcasting Code ("the Code") for content broadcast on television and radio services.

b) the Code on the Scheduling of Television Advertising ("COSTA") which contains rules on how much advertising and teleshopping may be scheduled in television programmes, how many breaks are allowed and when they may be taken.

c) certain sections of the BCAP Code: the UK Code of Broadcast Advertising, which relate to those areas of the BCAP Code for which Ofcom retains regulatory responsibility for on television and radio services. These include:

- the prohibition on 'political' advertising;
- sponsorship and product placement on television (see Rules 9.13, 9.16 and 9.17 of the Code) and all commercial communications in radio programming (see Rules 10.6 to 10.8 of the Code);
- 'participation TV' advertising. This includes long-form advertising predicated on premium rate telephone services – most notably chat (including 'adult' chat), 'psychic' readings and dedicated quiz TV (Call TV quiz services). Ofcom is also responsible for regulating gambling, dating and 'message board' material where these are broadcast as advertising[3].

d) other licence conditions which broadcasters must comply with, such as requirements to pay fees and submit information which enables Ofcom to carry out its statutory duties. Further information can be found on Ofcom's website for television and radio licences.

e) Ofcom's Statutory Rules and Non-Binding Guidance for Providers of On-Demand Programme Services for editorial content on ODPS. Ofcom considers sanctions in relation to advertising content on ODPS on referral by the Advertising Standards Authority ("ASA"), the co-regulator of ODPS for advertising or may do so as a concurrent regulator.

Other codes and requirements may also apply to broadcasters, depending on their circumstances. These include the Code on Television Access Services (which sets out how much subtitling, signing and audio description relevant licensees must

[1] The relevant legislation is set out in detail in Annex 1 of the Code.

[2] The relevant legislation can be found at Part 4A of the Act.

[3] BCAP and ASA continue to regulate conventional teleshopping content and spot advertising for these types of services where it is permitted. Ofcom remains responsible for statutory sanctions in all advertising cases.

provide), the Code on Electronic Programme Guides, the Code on Listed Events, and the Cross Promotion Code.

It is Ofcom's policy to describe fully the content in television, radio and on demand content. Some of the language and descriptions used in Ofcom's Broadcast and On Demand Bulletin may therefore cause offence.

Note to Broadcasters

Call for Inputs: Mandatory daytime PIN protections

On 24 March 2016 Ofcom published a Call for Inputs on our review of mandatory daytime PIN protections.

Rule 1.24 of the Code allows for 15-rated films to be broadcast during the day on subscription film channels, if mandatory PIN protection (which cannot be removed by the user and restricts access solely to those authorised to view) is in place.

Ofcom is considering whether to update the Code in this area. Specifically, whether broadcasters should be allowed to show a wider variety of content more suitable for adults before the watershed, provided that a mandatory PIN protection system is in place.

Through the Call for Inputs we are seeking the views of industry and consumers on these potential changes to the rules. We are also conducting consumer research to understand what viewers think about mandatory PIN protection, and their appetite for possible changes to the rules in this area.

We will take into account responses to our Call for Inputs, together with our research findings, before publishing any proposals for changes to the Code later this year.

The Call for Inputs document can be found at the following link:
http://stakeholders.ofcom.org.uk/binaries/consultations/mandatory-daytime-PIN-protections/summary/PIN_Call_for_Inputs.pdf

The final date for responses is 21 April 2016. If you have any questions or comments, please contact adam.baxter@ofcom.org.uk.

Broadcasters should note that, until Ofcom has concluded its review, the current Code rules remain in force.

Notice of Sanction

DM Global Media Limited

For failure to comply with TLCS Licence Conditions 11(2)(b) and 20(1)(a) between February 2014 and August 2014

Introduction

DM News Plus is a news and general entertainment channel, available on digital satellite, which broadcasts in Urdu, Punjabi, Pothohari and English to the UK Asian community. The licence for the service is held by DM Global Media Limited ("the Licensee").

Summary of Decision

In findings included in issues 270[1], 273[2], 275[3] and 277[4] of Ofcom's Broadcast Bulletin, we found that the Licensee breached TLCS Licence Condition 11(2)(b) on six occasions and TLCS Licence Condition 20(1)(a) on four occasions. Licence Conditions 11(2)(b) and 20(1)(a) require licensees to provide Ofcom with recordings of any programme included the licensed service (within a period of 60 days following transmission) forthwith upon request.

On six separate occasions, the Licensee failed to provide complete recordings of material that Ofcom had requested for assessment. Ofcom was therefore unable to carry out assessment of the material in each case. In a further four instances, the Licensee did not provide recordings forthwith.

After considering all of the evidence and representations made to it, the Sanctions Panel decided that the breaches were serious, repeated and reckless and therefore a financial penalty should be imposed.

In accordance with Ofcom's Penalty Guidelines, Ofcom decided it was appropriate and proportionate in the circumstances of this case to impose a financial penalty of **£25,000** on DM Global Limited in respect of the breaches (payable to HM Paymaster General).

The full adjudication is available at:
http://stakeholders.ofcom.org.uk/binaries/enforcement/content-sanctions-adjudications/DM-Global-230316.pdf

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[1] Available at http://stakeholders.ofcom.org.uk/binaries/enforcement/broadcast-bulletins/obb2691/obb270.pdf

[2] Available at http://stakeholders.ofcom.org.uk/binaries/enforcement/broadcast-bulletins/obb273/Issue273.pdf

[3] Available at http://stakeholders.ofcom.org.uk/binaries/enforcement/broadcast-bulletins/obb275/Issue275.pdf

[4] Available at http://stakeholders.ofcom.org.uk/binaries/enforcement/broadcast-bulletins/obb277/Issue277.pdf

Broadcast Standards cases

In Breach

Frostgun Invitational

Channel 4, 27 February 2016, 06:40

Introduction

Frostgun Invitational was a series of programmes featuring highlights of the winter sports competition of the same name that took place in Val D'Isère in France between 16 and 18 February 2016. Ofcom received a complaint that the episode broadcast on Channel 4 on 27 February 2016 at 06:40 contained offensive language.

Twenty-five minutes after the start of the programme the track *Party Up* by DMX was broadcast during a winner's ceremony. The following lyrics were audible:

> *"…just gotta get my dick sucked and I don't know who the fuck you think you talkin' to".*

We considered this material raised issues warranting investigation under the following rules of the Code:

Rule 1.14: "The most offensive language must not be broadcast before the watershed…".

Rule 1.16: "Offensive language must not be broadcast before the watershed…unless it is justified by the context…".

We therefore asked Channel 4 ("the Licensee") how the material complied with these rules.

Response

Channel 4 accepted that the "content was clearly not appropriate for broadcast at any time prior to the 9pm watershed" and said it "would like to apologise to any viewers, including the complainant…for the offence caused". Channel 4 also said that "arrangements were…immediately made for the programme to be removed from All 4[1] and the sequence to be edited out of the programme".

The Licensee explained that its sports commissioning team have compliance processes in place to check all pre-recorded content in advance of broadcast. In this case however Channel 4 said "regrettably" this did not happen because "this episode of the series was delivered later than anticipated" and a misunderstanding by the commissioning team that resulted in the mistaken belief "that the Channel's programme management team would in any event be undertaking a 'compliance check' that would pick anything up". However, the Licensee explained that in fact this check is only "for technical compliance, including the Harding test for flashing images and patterns, and not for content issues".

Channel 4 told Ofcom that it would "be drafting a protocol setting out arrangements that will be followed to ensure that, even when members of staff are absent and/or

[1] The Licensee's on-demand service.

programmes are delivered late and close to broadcast, all programmes are nevertheless viewed by someone else in the commissioning team for content issues prior to broadcast". Channel 4 said these procedures will be "put in place as a matter of urgency".

Decision

Under the Communications Act 2003, Ofcom has a statutory duty to set standards for broadcast content as appear to it best calculated to secure the standards objectives, one of which is that "persons under the age of eighteen are protected". This objective is reflected in Section One of the Code.

Rule 1.14

Rule 1.14 states that the most offensive language must not be broadcast on television before the watershed. Ofcom's research on offensive language[2] notes that the word "fuck" and its variations are considered by audiences to be amongst the most offensive language. In this case, because the word "fuck" was broadcast at 07:05, Rule 1.14 was clearly breached.

Rule 1.16

Rule 1.16 states that offensive language must not be broadcast before the watershed unless it is justified by the context. We noted that the lyrics of a music track broadcast during the programme at 07:05 included the lyrics *"…just gotta get my dick sucked"*. We considered that this was a clear and explicit reference to a sex act, and was inappropriate for child viewers.

We noted that the programme was a winter sports programme broadcast early on a Saturday morning on Channel 4's main public service channel, when it was likely that children would have been watching. We therefore considered the broadcast of this offensive language in this programme was not justified by the context and was therefore in breach of Rule 1.16.

Conclusion

We noted that the Licensee accepted immediately that the broadcast of this material breached the Code, and "as a matter of urgency" was taking steps to prevent a recurrence of the sort of compliance failure that led to these breaches of the Code. However, for the reasons set out above we considered the programme was in clear breach of Rules 1.14 and 1.16.

We remind all licensees of the need to ensure that they have adequate procedures in place to ensure all pre-recorded content is properly reviewed for compliance issues before broadcast.

Breaches of Rules 1.14 and 1.16

[2] http://stakeholders.ofcom.org.uk/binaries/research/tv-research/offensive-lang.pdf

In Breach

Sky News with Niall Paterson

Sky News, 8 January 2016, 16:15

Introduction

On 8 January 2016 at 16:15, Sky News broadcast a report about the announcement by the Electoral Commission that the British National Party ("the BNP") had been removed from its register of political parties. A complainant alerted Ofcom to offensive language in this report.

The report featured library footage, recorded in November 2010, of pro- and anti-BNP demonstrators outside the High Court in London. The footage (lasting about 30 seconds in total) was shown while a Sky News political correspondent was commenting on the Electoral Commission's decision and its significance. The footage at one point showed a placard held up by one of the anti-BNP protesters at the front of the crowd which read: *"Fuck the BNP"*. This was visible for approximately one and a half seconds before being obscured by a police officer stepping into the foreground of the shot. Ten seconds later, the same group of protesters was shown again, although this time from a side angle. The same placard on this occasion was visible for approximately four seconds.

We considered the material raised issues warranting investigation under Rule 1.14 of the Code, which states:

> "The most offensive language must not be broadcast before the watershed…"

We therefore asked the licensee for Sky News, Sky UK Limited ("Sky" or "the Licensee") how the programme complied with this rule.

Response

Sky said that its "journalists are all keenly aware of the dangers lurking in footage of demonstrations, and normally, any pictures with problematic content are marked in [its] archive so that they cannot be used". The Licensee also said that "even when content is unmarked journalists are made aware it is their responsibility to carefully scrutinise any broadcast content". However, the Licensee accepted that "in this case, the double lock didn't work" as "the archivist had failed to notice the offending word when archiving "rushes" from the demonstration, and the journalist had similarly failed when editing the sequence".

Sky told Ofcom that the "journalist concerned has now had the importance of compliance in this area clearly explained to him and been instructed to look much more carefully at such pictures". Sky also said it had reminded its archive team "of the importance of labelling problematic footage clearly".

Although the Licensee accepted that it "would never have wanted these pictures to appear on air" it said it was not "complacent about these issues and [it] put a lot of effort into ensuring that [it is] compliant in this regard". The Licensee also considered it "unlikely that many viewers would focus on the offending banner in the time allowed". In the Licensee's view, "given that the banner was on screen for just over a second" it believed that "the number of viewers who would have seen and

understood the offending banner would be extremely limited". The Licensee also contended that "seeing [the most offensive language] because you happen to notice it on screen is not as harsh as the spoken word".

The Licensee noted that "Rule 1.14 is intended to protect viewers under the age of 18 years old" and "Sky News is a news channel aimed at an adult audience and as such the under 18 audience is effectively zero".

In addition, Sky said that "when the pictures appeared, they were immediately noticed by the team in the TV gallery and were not broadcast again". Sky said the pictures had also "been marked in [its] system as not for use". The Licensee also told Ofcom that it issued guidance to its news team in May 2015 prior to a demonstration, alerting staff to the likelihood of offensive language being included on some banners and detailed times when images of such banners should not be broadcast on Sky News. The Licensee also provided Ofcom with the guidance it gave to all Sky News staff following the broadcast on 8 January 2016, reminding them of the need to check the wording on placards when editing pictures from public protests.

Decision

Under the Communications Act 2003, Ofcom has a statutory duty to set standards for broadcast content as appear to it best calculated to secure the standards objectives, one of which is that: "persons under the age of eighteen are protected". This objective is reflected in Section One of the Code.

Rule 1.14 states that the most offensive language must not be broadcast on television before the watershed. Ofcom's research[1] on offensive language notes that the word "fuck" or its variations are considered by audiences to be amongst the most offensive language.

In this case, a placard reading *"fuck the BNP"* was shown on two occasions, shortly after 16:15, for a total duration of approximately five seconds. We noted that on the first occasion, the offensive language was visible for just over a second and, on the second occasion, the placard although shown from a side angle was clearly legible. Given the large size of the word and its placement near the centre of the screen on the first occasion, and it being legible on the second occasion, we did not agree with the Licensee that "the number of viewers who would have seen and understood the offending banner would be extremely limited". In this regard we noted that the Licensee acknowledged that the inclusion of the offensive language in the clip was "immediately noticed by the team in the TV gallery".

We also noted the Licensee's contention that a visual depiction of the most offensive language "is not as harsh as the spoken word" although it did not provide any evidence supporting this assertion.

Ofcom's Guidance to Section One of the Code[2] deals specifically with the issue of offensive language broadcast on rolling news channels. It states:

> "While news channels should always aim to minimise use of offensive language pre-watershed there are exceptional occasions when, because of their nature, such language is broadcast. Under such circumstances, Ofcom will consider:

[1] http://stakeholders.ofcom.org.uk/binaries/research/tv-research/offensive-lang.pdf

[2] http://stakeholders.ofcom.org.uk/binaries/broadcast/guidance/831193/section1.pdf

- The editorial justification for the coverage
- Whether it was live or pre-recorded
- Whether it was at a time when any children are likely to be in the audience
- The Context in which the language was used
- Whether there was an apology made – this may help mitigate offence/distress."

We acknowledged the Licensee's comments that Sky News is aimed at an adult audience and attracts a very small child audience. However, as the material was broadcast shortly after 16:15 on a Friday, when children would have returned home from school, we considered that there was an increased likelihood that some children may have been watching. We also noted that the offensive language was included as part of pre-recorded library footage not directly relevant to the news story that day, and that, despite the offensive language being noticed at the time of broadcast, no apology was given.

For these reasons, while we acknowledged the remedial steps the Licensee said it had taken as a result of this incident, we considered that Rule 1.14 was breached.

Breach of Rule 1.14

In Breach

Sky News with Colin Brazier

Sky News, 27 January 2016, 09:48

Introduction

A complainant alerted Ofcom to CCTV images of a violent 'hit and run' accident broadcast just before a commercial break in *Sky News with Colin Brazier* without any explanation or context.

The section began by the channel switching to a 'coming up' sequence. Music was played over a picture of the bank RBS and a caption which read *"Coming Up: RBS sets aside further £2bn for mistakes"*, followed immediately by the CCTV footage but without any caption. The CCTV footage showed a man crossing a road in a built up area, and being hit by a car at some speed. This sequence was shown from three different camera angles:

- Filmed close to the highway, viewers saw a male pedestrian from behind start crossing a road. A white car hit him from the right, causing him to fly through air and disappear from the screen.

- From the opposite side of the road: this depicted the car turning into the road from the left at speed and smashing into the pedestrian, again causing him to disappear from shot.

- Filming down the street from higher up: it showed that the pedestrian had been hit so violently by the car that he had been knocked high into the air, and was carried along by the car for some distance before falling on the road.

We noted that there was no commentary over this item or explanation. In total the CCTV footage lasted approximately 14 seconds.

Ofcom considered the material raised issues warranting investigation under Rules 1.3 and 2.3 of the Code:

Rule 1.3: "Children must also be protected by appropriate scheduling from material that is unsuitable for them".

Rule 2.3: "In applying generally accepted standards broadcasters must ensure that material which may cause offence is justified by the context…".

Ofcom therefore sought comments from Sky UK Limited ("Sky" or "the Licensee"), which holds the licence for Sky News, as to how the material complied with these rules.

Response

Sky explained that the CCTV footage had been released to the media by Sussex police in an effort to trace the driver of the hit and run vehicle. It said that Sky and other media outlets broadcast the footage, which later led to the arrest of two individuals. The Licensee said that the item was shown in a "Coming Up" section, intended to promote what was coming up next on Sky News, and direct viewers to

Sky News's mobile platform. Sky stated that: "Due to a highly unusual technical error in the gallery, the strap with the text information pointing to the mobile platform and providing appropriate context [for the CCTV footage] did not appear on screen". Sky argued that there was a clear public interest in featuring the footage, and it was "certainly…not our intention to 'titillate' viewers".

The Licensee also argued that the images were "not overly graphic", and the lack of any audio over the images "further diminished the shock value of the footage". Sky stressed that Sky News was a news channel aimed at an adult audience and that it was "unlikely that any significant number of under 18s would have viewed the footage".

Sky acknowledged that "appropriate context should have been provided for editorial reasons as well as for the benefit of our viewers", and underlined that it was not its "*intention* [emphasis in original] to broadcast without context and this was an issue of technical rather than editorial error". It added that as a result of this incident it had since spoken to the relevant staff to help ensure compliance with the Code in future.

Decision

Under the Communications Act 2003, Ofcom has a statutory duty to set standards for broadcast content as appear to it best calculated to secure the standards objectives, including that "persons under the age of eighteen are protected" and "generally accepted standards are applied so as to provide adequate protection for members of the public from the inclusion of offensive and harmful material". These duties are reflected in Sections One and Two of the Code.

Rule 1.3

Rule 1.3 states that children must be protected by appropriate scheduling from material that is unsuitable for them. Appropriate scheduling is judged by a number of factors including: the nature of the content, the time of broadcast, the likely audience expectations and the availability of children to view taking into account school time, weekends and holidays.

We first considered whether the programme contained material unsuitable for children.

The CCTV footage clearly showed from three different angles the pedestrian being run over in a violent hit and run accident. The pedestrian was depicted being hit with such force by the car that he was thrown high into the air and carried for some distance by the car before he fell to the road. In our view the lack of any sound of the car hitting the pedestrian helped reduce some of the impact of the footage on viewers, but the absence of any explanation of the nature of the injuries sustained or whether the victim had survived, exacerbated the shocking nature of the footage. In our view viewers, including children, could have reasonably assumed from the footage that the pedestrian had been killed or seriously injured. Some therefore may have assumed that they were watching someone being killed. In Ofcom's view these images were clearly distressing and therefore unsuitable for children.

We went on to assess whether the news report was appropriately scheduled.

The item was broadcast on a news and current affairs channel on a Wednesday at 09:48 during term time. We noted Sky's comments that it is a news channel aimed primarily at an adult audience and as a result it was "unlikely that any significant

number of under 18s would have viewed the footage". We agreed that the likely number of children in the audience overall would have been limited by the fact that Sky News is a rolling news and current affairs channel. Nevertheless, we were concerned that this unsuitable material was broadcast at a time (a Wednesday morning) when children could have been in the audience.

Ofcom's guidance on Section One of the Code states[1]:

"It is acceptable that it is in the public interest that, in certain circumstances, news programmes may show material which is stronger than may be expected pre-watershed in other programmes as long as clear information is given in advance so that adults may regulate the viewing of children[1]".

Ofcom noted that there was no warning about this content before the CCTV footage was broadcast. As a result, viewers (and particularly parents and carers) had no advance information about the broadcast of this potentially distressing material. We took into account Sky's explanation that the footage was shown only once and not repeated. Nevertheless taking all the above factors into account, we considered the content was not appropriately scheduled, and Rule 1.3 was breached.

Rule 2.3

Rule 2.3 states that in applying generally accepted standards broadcaster must ensure that potentially offensive material is justified by the context. Context includes but is not limited to, editorial content of the programme, warnings given to viewers, the time of the broadcast and the service the material was broadcast on.

Ofcom first considered whether the material was potentially offensive.

As detailed above and for the same reasons that the broadcast of the CCTV footage was unsuitable for children, Ofcom considered that the material was capable of causing offence to viewers in general.

We went on to consider whether the broadcast of this material was justified by the context.

Ofcom acknowledged that Sky News is a rolling news channel which broadcasts news and current affairs programmes with a greater appeal to adults. Ofcom believes that it is important for news programmes to be able to choose how to report freely on events which they consider in the public interest – and audiences expect them to do so. However, broadcasters must comply with the Code, and in particular must take into account that viewers have different expectations to some extent before the 21:00 watershed.

We noted that the CCTV footage (as detailed in the Introduction) clearly showed the impact of the car hitting the pedestrian at some speed from three different angles. No context or explanation was provided for viewers. As already pointed out in Ofcom's opinion some viewers could have reasonably assumed from the CCTV footage that the pedestrian had been killed or seriously injured. For many of the same reasons detailed above (see Rule 1.3) as to why this material was not appropriately scheduled, we considered the broadcast of this offensive material was not justified by the context. We noted in particular that the broadcast of this material was capable of causing a considerable level of offence, and was not preceded by any warning. In

[1] See: http://stakeholders.ofcom.org.uk/binaries/broadcast/guidance/831193/section1.pdf

Ofcom's view to show this CCTV footage without commentary, explanation or warning exceeded audience expectations for this news channel broadcasting at this time.

We acknowledged that Sky said it intended to broadcast appropriate contextual material and its failure to do so resulted from a technical rather than editorial error. Nonetheless, for all the reasons above, we considered the broadcast of this content was not justified by the context and was in breach of Rule 2.3.

Breaches of Rules 1.3 and 2.3

In Breach

Sponsorship of Qirath Competition Midlands 2015 by Mishti Desh

Channel i, 27 December 2015, 18:30

Introduction

Channel i is a news and general entertainment channel aimed at the Bangladeshi community in the UK and Europe. The licence for Channel i is held by Prime Bangla Limited ("Prime Bangla" or "the Licensee").

A complainant alerted Ofcom to the broadcast of a sponsorship credit. We obtained a translation of the content, which was predominantly in Bengali, and sought the Licensee's comments on the material.

The programme followed the 2015 Qirath[1] Competition held in Birmingham during which several children competed to win an award for reciting passages from the Qur'an.

This programme had a number of sponsors, including Mishti Desh catering service. The sponsorship credit for Mishti Desh included a graphic, which stated, *"BEST CATERERS in the UK"* followed by another graphic which stated *"BRITISH BANGLADESHI BUSINESS AWARDS 11 March 2015 Birmingham"*. The second graphic included an image of a man receiving an award from the then Lord Mayor of Birmingham, Mr Syed Shafique Shah.

We considered this sponsorship credit raised issues warranting investigation under Rule 9.22(a) of the Code which states:

> "Sponsorship credits must be distinct from advertising. In particular:
>
> a) Sponsorship credits broadcast around sponsored programmes must not contain advertising messages or calls to action. Credits must not encourage the purchase or rental of the products or services of the sponsors or a third party. The focus of the credit must be the sponsorship arrangement itself. Such credits may include explicit reference to the sponsor's products, services or trademarks for the sole purpose of helping to identify the sponsor and/or the sponsorship arrangement."

We therefore sought comments from the Licensee as to how the content described above complied with this rule.

Response

The Licensee said the material was broadcast in error and apologised for the mistake. It added that it will ensure the material is not repeated and that the employees responsible for compliance will review the material and their procedures in March to "help us to prevent such incidents happening again".

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[1] Qirath (or Qira'at) literally means recitation of the Qur'an.

Decision

Under the Communications Act 2003, Ofcom has a statutory duty to set standards for broadcast content as appear to it best calculated to secure specific standards objectives, including "that the international obligations of the United Kingdom with respect to advertising included in television and radio services are complied with". These obligations include ensuring compliance with the Audiovisual Media Services ("AVMS") Directive.

The AVMS Directive places limits on the amount of advertising a broadcaster can transmit and requires advertising to be kept visually and/or audibly distinct from programming. The requirements of the AVMS Directive are reflected in Section Nine of the Code. The rules in this section serve to protect viewers from both excessive commercial references in programming and from surreptitious advertising.

As noted in the introduction above, the sponsorship credit for one of the programme sponsors, Mishti Desh Catering Service, included a graphic stating *"BEST CATERERS in the UK"* followed by another graphic which stated *"BRITISH BANGLADESHI BUSINESS AWARDS 11 March 2015 Birmingham"*.

Sponsorship credits are treated as part of the programme content and do not count towards the amount of airtime a broadcaster is allowed to use for advertising. To prevent credits effectively becoming advertisements and therefore increasing the amount of advertising transmitted, Rule 9.22(a) of the Code requires that sponsorship credits broadcast around sponsored programmes must not contain advertising messages or calls to action, or encourage the purchase or rental of the products or services of the sponsor or a third party.

Ofcom has published detailed guidance on Rule 9.22(a)[2]. This makes clear that "claims about the sponsors products/services (in particular those that are capable of objective substantiation) are likely to be considered as advertising messages and therefore should not be included in sponsorship credits".

We noted the actions taken by the Licensee since it became aware of the issue, however Ofcom considered that the claim *"BEST CATERERS in the UK"* followed by a reference to the 2015 British Bangladeshi Business Awards (which included an image of a man receiving an award), constituted a promotional claim about the sponsor's business. Such claims are advertising messages, and the sponsorship credit was therefore in breach of Rule 9.22(a).

Conclusion

Ofcom has recorded a number of breaches of Section Nine of the Code against this Licensee[3], most recently in December 2015 where we recorded another breach of

[2] Broadcast Guidance: Section Nine Commercial References in Television Programming http://stakeholders.ofcom.org.uk/binaries/broadcast/guidance/831193/section9.pdf

[3] See:
http://stakeholders.ofcom.org.uk/binaries/enforcement/broadcast-bulletins/obb294/issue_294.pdf
http://stakeholders.ofcom.org.uk/binaries/enforcement/broadcast-bulletins/obb2521/obb253.pdf
http://stakeholders.ofcom.org.uk/binaries/enforcement/broadcast-bulletins/obb273/Issue273.pdf

Rule 9.22(a) for an issue similar to that raised above. We are therefore concerned that the Licensee has again breached this area of the Code.

Given the number of breaches recorded against this Licensee, Ofcom recently met Prime Bangla to discuss the Licensee's approach to compliance with Section Nine of the Code. Ofcom will continue to monitor this service and may consider further regulatory action in the event of further breaches of the Code by the Licensee.

Breach of Rule 9.22(a)

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http://stakeholders.ofcom.org.uk/binaries/enforcement/broadcast-bulletins/obb276/Issue276.pdf and
http://stakeholders.ofcom.org.uk/binaries/enforcement/broadcast-bulletins/obb279/obb279.pdf

In Breach

EkSawal

Radio XL, 14 October 2015, 11:00

Introduction

Radio XL is a commercial radio station that broadcasts in various languages, serving the Asian communities of the West Midlands. The Licence for Radio XL is held by Central Air Radio Ltd ("Central" or "the Licensee").

EkSawal is a regular two hour weekday programme, broadcast in Urdu and English, and providing a mix of music and live topical discussion, with studio guests and listener interaction.

A listener alerted Ofcom to the promotion of a studio guest's own business throughout the programme on 14 October 2015.

Ofcom reviewed the broadcast. The first hour of *EkSawal* included a number of discussions with a senior medical officer from the Chinese Hospital, the programme's sponsor. We noted that, as the senior medical officer responded to callers' questions, he detailed how to contact the Chinese Hospital, providing its address and telephone numbers, together with his personal mobile number. Among other things, he also explained that, although his initial consultation was free, tests such as an ECG or ultrasound were chargeable. Further, he offered guidance on what visitors to the hospital should be prepared to pay for treatments.

Products and services may be promoted in commercial radio programming. However, Ofcom noted that, although sponsorship credits were broadcast as part of the programme trails for *EkSawal*, none were broadcast in or around the programme itself. Further, during *EkSawal*, neither the presenter nor the studio guest referred at any time to the programme being sponsored. The Licensee confirmed that *EkSawal* was sponsored by the Chinese Hospital and provided Ofcom with a copy of the relevant commercial arrangement.

Ofcom considered the broadcast raised issues warranting investigation under the following Code rule:

Rule 10.1: "Programming that is subject to, or associated with, a commercial arrangement must be appropriately signalled, so as to ensure that the commercial arrangement is transparent to listeners".

We therefore asked the Licensee for its comments as to how the content complied with Rule 10.1.

Response

Central said "sponsorship credits were broadcast on the day before and the morning of the programme [when] appropriate signalling was done between 9am and 11am to inform the listeners that [*EkSawal*] was a sponsored programme".

The Licensee provided a copy of its commercial arrangement with the Chinese Hospital and recordings of the programme trails it had broadcast, which included sponsorship credits.

Decision

Under the Communications Act 2003, Ofcom has a statutory duty to set standards for broadcast content as appear to it best calculated to secure standards objectives, including "that generally accepted standards are applied to the contents of...radio services so as to provide adequate protection for members of the public from the inclusion in such services of...harmful material".

This is reflected in, among other rules, Rule 10.1 of the Code, which requires that radio programming subject to, or associated with, a commercial arrangement is appropriately signalled, so as to ensure such a commercial arrangement is transparent to listeners. Ofcom's associated guidance to Rule 10.1[1], clarifies how this should generally be achieved:

> "Whenever any programming is subject to a commercial arrangement (whether it is a commercial reference in a programme/feature or the entire programme/feature itself) Ofcom considers that, to comply with Rule 10.1, appropriate transparency of the arrangement generally requires signalling *at the outset of each instance...*"
>
> "To ensure appropriate transparency of a commercial arrangement affecting longer output, it would be reasonable to expect, for example, sponsorship credits to appear in programming about every 20 minutes…"

It was clear from Central's response and accompanying documentation that the commercial arrangement with the Chinese Hospital was, in part, a sponsorship agreement relating to the programme, *EkSawal*. Further, this agreement included the broadcast of a specified number of programme trails. However, neither the senior medical officer's appearance in the programme, nor any comments he made, formed part of the commercial arrangement.

Programme trails for *EkSawal*, which included sponsorship credits for the Chinese Hospital, were broadcast the previous day and at 09:46, 10:15 and 10:51 on the morning of the programme's broadcast. Ofcom therefore accepted that, due to the signalling of the commercial arrangement during programme trails, some listeners to *EkSawal* (i.e. those who also happened to have heard one or more of the programme trails) may have remembered that programme was sponsored by the Chinese Hospital.

However, Ofcom considers it essential that, to ensure adequate transparency, all listeners recognise when specific programming is subject to, or associated with, a commercial arrangement. We did not consider the references to the commercial arrangement (i.e. sponsorship credits) made in programme trails for *EkSawal* were sufficient to ensure listeners were aware of the sponsorship arrangement in place at the time the programme was broadcast.

[1] See 'Positioning' and 'Frequency', under 'Appropriate signalling', in Ofcom's guidance notes to Section Ten, at: http://stakeholders.ofcom.org.uk/broadcasting/guidance/programme-guidance/bguidance/.

Ofcom concluded that, as no reference was made in and around *EkSawal* to the fact that it was sponsored by the Chinese Hospital, Central had failed to signal appropriately to listeners that the broadcast of the programme was subject to a commercial arrangement. The Licensee also failed to make clear that the references to the sponsor and its services in the programme were associated with that commercial arrangement. The programme was therefore in breach of Rule 10.1 of the Code.

Breach of Rule 10.1

In Breach/Not in Breach

WWE SmackDown

Sky Sports 3, 7 November 2015, 09:00

Introduction

WWE SmackDown is a regular sports entertainment programme which features staged wrestling bouts and ongoing WWE soap opera-style storylines[1].

The licence for Sky Sports 3 is held by Sky UK Limited ("the Licensee" or "Sky").

Ofcom was alerted to promotional content within the programme by a complainant. We viewed the material and noted the following sequences:

- The first sequence featured a series of clips in slow-motion depicting the wrestler The Undertaker, accompanied by atmospheric music and interspersed with the captions: *"RETURNING TO MANCHESTER"*, *"FOR ONE NIGHT ONLY"* and *"UNDERTAKER"*. The sequence concluded with details of the event appearing on the screen:

  "SMACK DOWN
  TUESDAY, 10 NOVEMBER
  MANCHESTER".

  There were also details of the venue; the hashtag for the WWE UK tour; and a message directing viewers to the WWE website for more information.

- The second sequence began with footage of two couples sharing a meal, looking bored and distracted. The following captions then appeared: *"THIS IS NOT ENTERTAINMENT"* and *"BUT…THIS IS"*. The second caption was succeeded by footage of cheering crowds watching wrestling in a large arena and the following voice-over:

  "Get excited Minehead! 'Cause WWE Live is returning to the United Kingdom this November. See Roman Reigns, Jimmy Uso and Dean Ambrose take on Bray Wyatt, Luke Harper and Braun Strowman in a massive, six-man tag-team match. Plus, the intercontinental champion Kevin Owens defends the title against the big guy Ryback. WWE Live returns to Minehead. For more information go to [website address given]*".*

  This sequence concluded with a close-up of a ticket for this event. Variants of the sequence featuring similar events in Brighton and Newcastle were also broadcast during the programme.

- The third sequence consisted of footage of the wrestlers mentioned in the accompanying voice-over:

  "Hey Birmingham! Don't miss when WWE Live returns to the United Kingdom this November. Catch the stylin' and profilin' WWE Hall of Famer Rick Flair as General Manager. See Seth Rollins defend the WWE World Heavyweight

[1] WWE previously stood for World Wrestling Entertainment.

Championship against the demon Kane. Plus, the Swiss Superman takes on the Big Show one-on-one. See all your favourite superstars and divas when WWE comes to Birmingham Sunday the 8th of November. For more information go to [website address given]*".*

This sequence concluded with a close-up image of a ticket for this event.

The Licensee confirmed to us that these sequences were broadcast as editorial content rather than advertising.

We considered that the content raised issues warranting investigation under the following Code rules:

Rule 9.4: "Products, services and trade marks must not be promoted in programming".

Rule 9.5: "No undue prominence may be given in programming to a product, service or trade mark. Undue prominence may result from:

- the presence of, or reference to, a product, service or trade mark in programming where there is no editorial justification; or
- the manner in which a product, service or trade mark appears or is referred to in programming".

We therefore asked Sky to provide comments as to how it complied with the Code.

Response

Programme-related material

Sky noted that the Code enables broadcasters to refer to the availability of programme-related material ("PRM") without such references counting towards the amount of advertising permitted under the Code on the Scheduling of Television Advertising ("COSTA")[2]. The Licensee argued that the sequences quoted above were broadcast as editorial content because in its view they met the definition of programme-related material contained in the Code[3].

The Licensee first addressed whether the sequences were directly derived from the programme. It emphasised that WWE (formerly the WWF[4]) has been broadcast on Sky in the UK for over 15 years, and was primarily a TV proposition rather than a live event for audiences as a result. Sky claimed that this was also the case for audiences in the US where WWE is based, but especially so for audiences in the UK.

The Licensee acknowledged that there were two weekly programmes dedicated to WWE content currently broadcast on Sky (*WWE SmackDown* and *WWE Raw*),

[2] See: http://stakeholders.ofcom.org.uk/binaries/broadcast/other-codes/COSTA_April_2016.pdf.

[3] "Programme-related material consists of products or services that are both directly derived from a programme and specifically intended to allow viewers to benefit fully from, or to interact with, that programme."

[4] World Wrestling Federation.

however it argued: "Although these shows have different titles they are just slightly different packaged versions of the same fundamental programme, i.e. wrestling action from across the WWE 'universe'." According to the Licensee, the two programmes were essentially interchangeable; they featured the same characters and maintained narrative continuity.

Sky continued that, although it was based in the US, WWE occasionally went on tour to locations including the UK. It said that sometimes these live events were filmed and broadcast as part of WWE programming, but even when this was not the case they featured the same characters and plots that were current within WWE programming. Sky concluded on this point: "With a continuity of character and narrative the WWE live events are clearly derived from the WWE TV programming".

The Licensee then addressed whether the sequences were intended to allow viewers to benefit fully from, or to interact with, the programme: "In this instance we are promoting what is essentially a live version of the programme (whether broadcast or not). This is surely the perfect example of something that allows viewers to benefit from and interact with a programme." The Licensee cited a DVD as an example of the type of product that has been accepted as PRM in the past, and argued that in comparison attending a live event allowed viewers to benefit from and interact with the programme to a greater extent.

Rule 9.4

The Licensee stated that because in its view the sequences met the definition of PRM, they were exempt from the requirement to comply with Rule 9.4.

Rule 9.5

Because the Licensee understood the sequences to be PRM, it concluded that mentioning the product was editorially justified, and restricted its comments to the manner in which the product appeared.

Sky pointed out that there were five occasions when one of these sequences was broadcast within the programme, and that each of them was limited in duration to 30 seconds, arguing that this infrequency and brevity mitigated the risk of undue prominence. The Licensee noted that although "Sequences of this type have been included in WWE programming for a considerable amount of time", their frequency within programming had changed, with "more VTs for individual (or low numbers) of venues, rather than the older style of doing fewer but slightly longer VTs for more venues". It added that it "would welcome guidance if it is felt that the number of VTs could be perceived to be creating an increased level of prominence despite the brevity of the sequences".

In addition, Sky said that it had ensured that references to the product within the sequences were appropriately limited, for example avoiding giving pricing information, links that would lead directly to sales pages, and calls to action to purchase tickets.

Decision

Under the Communications Act 2003, Ofcom has a statutory duty to set standards for broadcast content as appear to it best calculated to secure specific standards objectives, including "that the international obligations of the United Kingdom with respect to advertising included in television and radio services are complied with".

These obligations include ensuring compliance with the Audiovisual Media Services ("AVMS") Directive.

The AVMS Directive requires that television advertising is limited to a maximum of 12 minutes in any clock hour. However, announcements made by a broadcaster in connection with its own programmes and ancillary products directly derived from those programmes (i.e. PRM) are exempted from this limit.

We first considered whether the content in this case met the definition of PRM as set out in the Code.

Programme-related material

The Licensee stated that the sequences in question were broadcast as PRM. In order to satisfy the definition of PRM set out in the Code, the product or service promoted must be both directly derived from a programme and specifically intended to allow viewers to benefit fully from, or to interact with, that programme.

"directly derived from a programme"

Ofcom's Guidance makes clear that: "[I]t is very unlikely that we would consider a product or service which existed before the programme to meet the definition of programme-related material." We noted that WWE – including its previous incarnation the WWF – has existed since 1979, but that staged wrestling bouts organised by its forerunner the WWWF[5] had been broadcast on syndicated TV in the US from 1972. *WWE SmackDown* (formerly *Thursday Night SmackDown*) – the specific programme under consideration here – was first broadcast in 1999, before the WWF changed its name to WWE in 2002.

Ofcom noted the Licensee's argument that this programme had been broadcast on Sky in the UK for over 15 years. In the particular circumstances of this case, we accepted that WWE would be primarily understood as a TV proposition by audiences.

Ofcom's Guidance also states:

> "Broadcasters should also note that similarity, in terms of genre or theme(s), between a programme and a product or service (for example, where both are about football, cookery or gardening) is not in itself sufficient to establish that the product or service is directly derived from the programme. A product or service directly derived from more than one specific programme may be considered to be programme-related material in relation to those programmes but the scope for this is limited. Ultimately this will depend on the facts of an individual case. In each case, in order for the material to be considered programme-related material and promoted accordingly, a broadcaster would need to be able to demonstrate to Ofcom's satisfaction that the material in question was directly derived to a significant extent from each of those programmes".

Ofcom noted that only one of the sequences referred to a specific programme, which was the reference in on-screen text to *"SMACKDOWN"* during the first sequence. The other two sequences referred to *"WWE"* as an organisation and to *"WWE Live"* as the event being promoted, but not to the specific programme *WWE Smackdown*. However, we also noted the Licensee's view that *WWE Smackdown* was essentially

[5] Worldwide Wrestling Federation.

interchangeable with *WWE Raw* with both programmes featuring the same characters and storylines as the live events. Given the continuity in characters and narratives between *WWE SmackDown* and the WWE Live events – making the content more equivalent to a soap opera than to sports coverage – Ofcom concluded that the product promoted was directly derived to a significant extent from the programme in question.

"intended to allow viewers to benefit fully from, or to interact with, that programme"

Ofcom's Guidance cites editorially based products or services such as websites, podcasts, CDs and DVDs associated with a programme as examples of material that may qualify as programme-related material. We considered that the live events promoted in the sequences, because they featured the same characters wrestling as in the programme, were also editorially based products which allowed audiences to benefit from and interact more fully with the programme.

We concluded therefore that the sequences met the definition of PRM. As they were editorial content, we went on to consider their compliance against the relevant rules in Section Nine of the Code.

Rule 9.4

Rule 9.4 states that products, services or trade marks must not be promoted in programming. However, Ofcom's guidance to Section Nine of the Code also makes clear that "the promotion of 'programme-related material' is permitted purely by way of exception to Rule 9.4". As the material described above met the definition of PRM, it was therefore permissible for the events to be promoted within editorial time, and Rule 9.4 did not apply.

Rule 9.5

Rule 9.5 states that products, services or trade marks must not be given undue prominence in programming. We were mindful that the Licensee had acknowledged that it had shifted from broadcasting fewer sequences of a greater duration to more sequences of a lesser duration, but that it considered the sequences shown were both infrequent and brief. We also took account of the Licensee's argument that the PRM did not include pricing information, links that would lead directly to sales pages, or calls to action to purchase tickets.

Although it is the case that the PRM is permitted within programming, the undue prominence rule continues to apply in order to limit the extent of PRM to ensure that this exemption does not result in the circumvention of the rules on the limits of advertising. In this case, we noted that that the three sequences were broadcast a total of five times over the course of a two-hour programme with each sequence lasting approximately 30 seconds. Although there is no specified limit on the amount of PRM a programme may contain, we noted that in all five cases the material promoted performances from a forthcoming UK tour by WWE wrestlers. Ofcom considered that the frequency with which the performances were promoted was excessive. Taken together, we concluded that the repeated focus on these events breached Rule 9.5 of the Code.

Not in Breach of Rule 9.4
Breach of Rule 9.5

Resolved

The Wright Stuff

Channel 5, 8 February 2016, 09:15

Introduction

The Wright Stuff is a weekday morning topical magazine programme broadcast live on Channel 5. The programme is presented by Matthew Wright and includes a panel of guests discussing various news items. Viewers are also invited to participate in the discussions via telephone, email, text and Twitter.

A complainant alerted Ofcom to the use of offensive language in the episode broadcast on 8 February 2016, during a discussion on whether the existing ban on television advertising of junk food around children's programmes should be extended to the 21:00 watershed. At 10:43 a caller identified as "Paul" was put to air and the following exchange took place:

Matthew Wright: *"…Paul, good morning".*

Paul: *"Morning".*

Matthew Wright: *"So, would you look at widening the junk food ban to the watershed?"*

Paul: *"Well, I think the obvious solution is just to fuck her right in the pussy".*

At this point Paul's call was terminated and Mr Wright said:

> *"Oh, what a stupid man. Right, I'm afraid dear viewers, I can only apologise for that appalling language. We do get one moron coming on every year or so thinking it's funny, and there's another one trying to ruin the fun for everybody else, so I really can only apologise from the bottom of my heart and let's hope that our education system, one day, kicks in and actually eradicates idiots like that, raises them to a certain high standard, one where we can embrace each other in indulging conversation as adults rather than foul mouthed, little potty mouthed children. Be gone".*

At the end of the show Mr Wright made another apology:

> *"Those are our phones-ins, apologies once again for that stupid caller and his stupid language".*

Ofcom considered that the broadcast raised issues under Rule 1.14 of the Code, which states:

> "The most offensive language must not be broadcast before the watershed…".

We therefore asked Channel 5 Broadcasting Limited ("Channel 5" or "the Licensee") for its comments on the how the material complied with this rule.

Response

Channel 5 stated that it followed "a strict protocol when choosing viewers to put to air" and that "this case was no different". The Licensee explained that the caller Paul had "informed the team" that he did not consider "a ban [on junk food] to be necessary", he "took his kids to KFC all the time and that they weren't obese", and even though there were "no adverts for smoking on TV…people still smoked". As the caller had made some "interesting and relevant points" and was "genuinely interested in putting his comments to the panel", he was selected to be put through to the studio. Channel 5 said that Paul was later phoned back by an experienced production secretary "who regularly identifies potential problem callers". During this call "there was nothing in [the] caller's manner on the phone that suggested anything would be amiss". Paul was warned "not to swear (as the team do with all callers)" by the production secretary before he was put through to the sound booth. A researcher gave Paul a further warning not to swear before being put to air.

In this case the Licensee said that "although all the standard procedures were followed and there was no reason to suggest such conduct was likely, the caller unpredictably went on to use highly offensive language".

The Licensee said it was "acutely aware of the real issues that surround live broadcasts". Channel 5 highlighted that it had "a clear protocol document" in place, "the presenter and production team are briefed on the procedures" and regular compliance meetings are held with the production team "to ensure that procedures are constantly reviewed and updated".

Channel 5 said that it in the fast-paced environment of a television gallery "Matthew [Wright] and team had reacted quickly and responsibly". The call was immediately terminated, an apology broadcast once the offensive language had been used, and a further apology given at the end of the show.

Decision

Under the Communications Act 2003 Ofcom has a statutory duty to set standards for broadcast content as appear to it to be best calculated to secure standards objectives, including that "persons under the age of eighteen are protected". This objective is reflected in Section One of the Code.

Rule 1.14 stated that the most offensive language must not be broadcast before the watershed. Ofcom research on offensive language[1] indicates that the words "fuck", and "pussy" (when used to mean a woman's genitals), are considered by audiences to be among the most offensive language. This was therefore a clear example of the most offensive language being broadcast before the watershed and so a breach of Rule 1.14.

Programmes that feature live interaction with viewers or listeners face an increased risk of members of the audience using offensive language on air. Broadcasters should therefore have procedures in place to minimise this risk, as far as practicable.

[1] Audience attitudes towards offensive language on television and radio, August 2010: http://stakeholders.ofcom.org.uk/binaries/research/tv-research/offensive-lang.pdf

We noted that Ofcom published a Resolved decision in 2014 against the Licensee[2] in relation to the same programme because of a viewer phoning in to *The Wright Stuff* and using the most offensive language. In that previous case the caller was given the opportunity to repeat the highly offensive phrase on air before the call was terminated, and the incident was not followed by an immediate apology by the presenter. However, in the present case the Licensee pointed to: its procedures for vetting all callers to the show prior to being allowed on air; the warnings given to the caller Paul before he was put to air; the immediate termination of the call once the offensive language had been used; and, the apologies made immediately after the incident, and at the end of the show.

In light of all these mitigating factors, Ofcom considered this matter resolved.

Resolved

[2] See: http://stakeholders.ofcom.org.uk/binaries/enforcement/broadcast-bulletins/obb264/obb264.pdf

Broadcast Licence Conditions cases

In Breach

Broadcasting licensees' late and non-payment of licence fees

Ofcom is partly funded by the broadcast licence fees it charges television and radio licensees. Ofcom has a statutory duty to ensure that the fees paid by licensees meet the cost of Ofcom's regulation of broadcasting. The approach Ofcom takes to determining licensees' fees is set out in the Statement of Charging Principles[1]. Detail on the fees and charges payable by licensees is set out in Ofcom's Tariff Tables[2].

The payment of a licence fee is a requirement of a broadcasting licence[3]. Failure by a licensee to pay its licence fee when required represents a significant and fundamental breach of a broadcast licence, as it means that Ofcom may be unable properly to carry out its regulatory duties.

In Breach

The following licensees failed to pay their annual licence fees by the required payment date. These licensees have therefore breached their broadcast licences.

The outstanding payments have now been received by Ofcom. Ofcom will not be taking any further regulatory action in these cases.

Licensee	Licence Number	Service Name
An individual	LRSL000182BA	The Mouth
TheBeat Ltd	DP000163BA	MKFM

Breaches of Licence Conditions 3(1) and (2) in Part 2 of the Schedule of the relevant licences.

1 http://stakeholders.ofcom.org.uk/binaries/consultations/socp/statement/charging_principles.pdf

2 http://www.ofcom.org.uk/content/about/annual-reports-plans/tariff-tables/Tariff_Tables_2015_16.pdf

3 As set out in Licence Condition 3 for radio licensees and Licence Condition 4 for television licensees.

Resolved

Providing a service in accordance with Ofcom's Technical Codes for radio

LBC 97.3 (London), February 2016

Introduction

LBC 97.3 is a news and talk commercial radio station licensed to serve Greater London. The licence is held by LBC Radio Limited ("LBC" or "the Licensee").

Like most commercial and BBC radio stations, LBC uses the Radio Data System ('RDS') on its FM broadcasts. RDS enables small amounts of data to be transmitted alongside FM radio signals, including traffic alerts (or 'flags') that will automatically switch listeners to traffic announcements if they have selected this option.

Ofcom received a complaint that LBC was raising two consecutive traffic announcement 'flags' – one for the traffic announcement, and then immediately after the lowering of the 'flag' (signalling the end of the traffic announcement) raising it again for some of the advertisements which followed.

Licence Condition 2(3) contained in Part 2 of the Schedule to LBC's licence states that:

> "The Licensee shall ensure that the provisions of the Technical Code are observed in the provision of the Licensed Service to the extent such provisions apply to him." (Section 87(1)(b) of the Broadcasting Act 1990)".

This condition covers the Ofcom Site Engineering Code for Analogue Radio Broadcast Transmission Systems[1]. Some of this Site Engineering Code concerns the operation of RDS by licensees.

Section 2.9 of the Site Engineering Code states that:

> "…Where the RDS system is implemented, all information transmitted must be accurate with respect to its content and timing…"

Ofcom therefore asked the Licensee for its comments on its compliance with Licence Condition 2(3) in respect of its RDS use.

Response

LBC stated that "…following communication from Ofcom, an issue with the custom software that allows the RDS traffic alert flag to be raised and lowered automatically was identified and fixed." It explained that alerts and procedures are in place to highlight irregularities in the operation of the RDS traffic alert system, but as this particular set of circumstances had not arisen before, the issue in question had not been caught.

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[1] Available at: http://stakeholders.ofcom.org.uk/broadcasting/guidance/tech-guidance/eng_code/

Decision

Ofcom acknowledged that the inappropriate use of the RDS system by LBC was due to an unintentional and previously unidentified technical issue. We took into account that this was addressed as soon as Ofcom alerted the Licensee to the situation.

We therefore consider the matter to be resolved.

Resolved

Broadcast Fairness and Privacy cases

Upheld

Complaint by Mr Jean-Francois Nzubila

Congo Bololo, Ben TV, 7 November 2015

Summary

Ofcom has upheld Mr Jean-Francois Nzubila's complaint of unjust or unfair treatment in the programme as broadcast.

The programme, a repeat of a live programme first broadcast on 4 June 2015, included a discussion about individuals from the Congolese community in the UK who had allegedly been bribed with £50 and a bottle of champagne to go to the Embassy ("the Embassy") of the Democratic Republic of Congo ("the DRC") in the UK to show support for the DRC Government. Mr Nzubila was named in the programme as one of these individuals. A caller to the programme also alleged that Mr Nzubila had *"raped a 16 years old child"*.

Ofcom found that the comments made in the repeated programme relating to the complainant had the potential to materially and adversely affect viewers' perception of him in a way that was unfair. We considered that the comments alleged that Mr Nzubila had been involved in very serious wrongdoing, i.e. rape, as well as corruption and accepting bribes. Consequently, and taking into account that the programme was a repeat, Ofcom considered that the broadcaster did not take reasonable care to satisfy itself that the programme did not present, disregard or omit material facts in in a way that resulted in unfairness to Mr Nzubila.

Programme summary

Ben TV is an entertainment and news channel that broadcasts to Western Europe and parts of Asia and Northern Africa. The Ofcom licence is held by Greener Technology Limited.

The programme was broadcast in Lingala (a Bantu language spoken throughout the north-western part of the DRC and a large part of the Republic of the Congo) and French, an English translation was obtained by Ofcom through an independent translation company and distributed to the complainant and the broadcaster. Neither party objected to the translation being used by Ofcom for the purposes of investigating the complaint.

On 7 November 2015, Ben TV broadcast a repeat of an edition of its live debate programme *Congo Bololo,* which was first broadcast on 4 June 2015*.* This particular edition of the programme was presented by Ms Marceline Mido ("the presenter") and included a discussion about members of the Congolese community in the UK who, allegedly, had been bribed to go to the Embassy to show support for the DRC government. The presenter explained:

> *"…today we will read the list of those of our brothers and sisters who went to the Embassy. These are the ones who are now called a 'collabo'* [i.e. a traitor]*. So brothers and sisters, I am with your brothers and sisters, we call them the*

> *Combatants. Those who went there, so that they can tell us how things went, what happened at the Embassy…"*

The presenter then went on to make announcements about matters relating to the Congolese community living in the UK. She also welcomed a guest to discuss a new vitamin product.

Later in the programme, the presenter went back to the topic relating to the Embassy and introduced two studio guests, Mr Peter Mona and "President Mbano". The presenter asked what had happened at the Embassy and who had been present. President Mbano said that a number of Congolese people had been corrupted by accepting *"£50 and a bottle of champagne"* to which the presenter said *"I heard that the £50 were* [sic] *for transport"*.

President Mbano later said that he had a list of people *"who were corrupted with £50 and a bottle of champagne…".* The presenter asked President Mbano to read the list and President Mbano went on to say*:*

> *"…Yes, we will read the names to raise awareness amongst the brothers and sisters of the people who would like to destroy our country* [reading the names on a list]...*There is Pastor Mario, Nzubila*[1]*, he is on the list…These people went to welcome Kanambe's delegation at the embassy for £50 and a bottle of champagne…"*.

The presenter interrupted President Mbano and said that she had contacted one of the individuals named by President Mbano who had told her that he had, in fact, been invited to the Embassy and that he had gone to listen to *"the reason why they had asked him to come"* and that the government had sent ministers to the Embassy to speak to those who would be interested.

President Mbano then criticised other individuals he named as being at the Embassy and questioned their behaviour. He said to the presenter: *"You must read the names, Pastor Mario, you must read the name"*.

The presenter replied: *"No no, it is Pastor Joboke whose name you started reading before"*. She explained that Pastor Joboke had told her that he had, in fact, been invited to the embassy *"…because they said the government sent ministers, and that they should try to speak with those who would be interested".*

The presenter later said:

> *"But there are other people who are saying something different Papa, they said no, they were not present there. Papa. Pastor Nzubila, whose name you just called out, he said he wasn't there at all. Why did you say he was there?"*

After a break in the programme, the presenter and her guests carried on the discussion and invited viewers to call in with their opinions. During the discussion, the presenter asked President Mbano:

[1] Mr Nzublia confirmed to Ofcom that he was also known in the community as "Mario" and "Pastor Mario". He explained that "Mario" was used as an insult and was reference to a character in a Congolese song from the 1970s/80s about a young man in relationship with a woman old enough to be his mother and who lives at her expense.

> *"So Papa, what I cannot understand is that the brothers who went to the Embassy, we don't know whether they went there with bad intentions, you don't know. How are you informed about those brothers were there?"*

Later in the programme, President Mbano explained that it was "*crucial*" for "*the resistance*" to build on information. He added:

> *"Most of the people who were stuck in the Embassy, we knew they would be there. For example, your Pastor Nzubila Francois, he said he wasn't there. But there were people who were there at the Embassy, these people were afraid because, when they were leaving, they were saying because you they were walking out with a bottle of champagne and an envelope with £50 in it to pay for transport…".*

Later in the programme, the presenter took a call from a viewer. The caller said:

> *"…I would just like to ask a question, because they read out a list to us, I am not a lawyer of the people who are on this list but the pastor whose name they read, I can testify that on that day Pastor Nzubila was not present there. He wasn't there. Anyway about the list, I don't know who put together that list, I don't know, when they put the list together, did they see those people?* [unclear]*".*

President Mbano responded that they were telling the truth, he said": …*So I tell you my brother, he* [Pastor Nzubila] *was there. Thank you".*

Later in the programme, the presenter asked President Mbano:

> *"Now Papa Mbano, all these people whose names you read, they are our brothers and sisters, journalists…I'd like to say something else. Regarding the traitors that you mentioned, some people are journalists, and those who are journalists, maybe they went there to film, to ask questions. Now, what did they do wrong? What do you have to say about that?"*

President Mbano argued that *"… as long as the country is occupied, anyone who works with Kanambe* [the President of the DRC]*, you have to keep an eye on that person Mama"*.

The presenter then spoke to another caller who said:

> *"My contributions is that my brother Mbano spoke well, he read the names of the people were there, but Marceline* [the presenter] *you also have the files of some pastors who have raped people in Kinshasa, what are you going to do about them?..."Pastor Mario raped a 16-year-old child"*.

The presenter, interrupting the caller, said:

> *"Thank you very much, thank you very much, Proverbs 30. Today we didn't come for that file, we came to talk about the brothers and sisters who went to the Embassy…".*

Referring again to the people whose names were on his list, President Mbano said that they should not have gone to the Embassy in any case, because *"they know the problems we have back home, we are confronted to occupiers…That cannot be their excuse. If I am an extra, and they saw me there, people will just say I have become a traitor, I have been given £50...".*

Mr Mona went on to say that those people did not even question why they were given a bottle of champagne and £50 *"because they are corrupt. They are pathetic people".*

Further into the programme, this discussion between the presenter, President Mbano and Mr Mona continued, however, no further mention was made to the Embassy or the individuals alleged to have accepted a bottle of champagne and £50 to attend the Embassy. The programme concluded with the presenter stating:

> *"Anyway brothers and sisters, we have reached the very end, what I would like to say is, we reproach you servants of God, for all these numerous videos that you have put together, if you don't know something, hold your peace. If you don't know something, hold your peace, because all these numerous videos, what exactly is your aim? And, if you show us a list and you know that there are 70 people, bring all 70 people here and read all of them out. We reject distractions within the community. Traitors you will pay a very, very, very, exceedingly -* [interrupted]*".*

Summary of the complaint and the broadcaster's response

The complaint

Mr Nzubila complained that he was treated unjustly or unfairly in the programme as broadcast because the programme alleged, wrongly, that:

- He was corrupt and a traitor in that he had gone to the Embassy "to get money" and to be "bribed". Mr Nzubila explained that he was a pastor and public figure among the Congolese community. He also explained that he had "asylum status" which meant that he could not go to the Embassy (or the country of the DRC) and that he explained that at the time of the incident at the Embassy he was holding a conference, where he explained his reasons for not going to the Embassy.

- He was a "rapist" by allowing a caller to say on air that *"Pastor Mario raped a 16 years old child"*. Mr Nzubila explained that the Congolese people would have known that the programme was referring to him as "prior to this programme, they were already calling me "Mario" or "Pastor Mario".

Mr Nzubila said that the programme used defamatory language about him without investigating the claims in order to destroy his reputation as a pastor among the Congolese community. Mr Nzubila said that he had made a complaint to Ben TV after the programme was first broadcast live on 4 June 2015. However, he said he did not receive a response from the broadcaster and the programme was repeated five months later.

The broadcaster's response

In response to the complaint that Mr Nzubila was corrupt because he had been at the Embassy to receive £50 and a bottle of Champagne, the broadcaster explained that the presenter only referred to the name "Nzubila" in a question to her guests "without any bias" if Pastor Nzubila was at the Embassy.

In response to the complaint that Mr Nzubila had raped a child, the broadcaster said that when the caller said *"Pastor Mario had raped a 16 years old child"*, the caller was referring to "those pastors who rape people in the Congo" and that Pastor Nzubila's name was not mentioned. The broadcaster said that Mr Nzubila himself made it clear in his comment that his name was not mentioned. In response to Mr Nzubila's

assertion that the Congolese people also knew him as "Mario" and "Pastor Mario" and that the name "Mario" was an insult, the broadcaster said that "the people of the Congo have got no idea who Mario is as it is a common name that everyone can bear". It added that "the caller referred to the pastors in the Congo not in the UK", and that as "Mr Nzubila was believed to be living in London" Mr Nzubila should not assume that the reference to "Pastor Mario" was a reference to him.

The broadcaster said that Mr Nzubila's comments overall "were simply made to manipulate with the sole intention of destabilising the Congo Bololo show" because Mr Nzubila's brother owned Welcome TV, a competitor to Ben TV. The broadcaster said that Mr Nzubila "has not acted in good faith".

Ofcom's Preliminary View

Ofcom prepared a Preliminary View on this case that the complaint should be upheld. Both parties were given the opportunity to make representations on the Preliminary View and Mr Nzubila chose not to do so. However, the broadcaster did make representations which are summarised below.

Broadcaster's representations

The broadcaster said that it had contacted Mr Nzubila to appear on other programmes broadcast by the channel and that it had "took off the producers of the shows [i.e. *Congo Bololo*]".

The broadcaster said that it did not approve the belittling of anyone in its programmes and explained that the programme complained of was only repeated once in error after another edition of *Congo Bololo* was suspended from broadcast.

Decision

Ofcom's statutory duties include the application, in the case of all television and radio services, of standards which provide adequate protection to members of the public and all other persons from unjust or unfair treatment and unwarranted infringement of privacy in, or in connection with the obtaining of material included in, programmes in such services.

In carrying out its duties, Ofcom has regard to the need to secure that the application of these standards is in the manner that best guarantees an appropriate level of freedom of expression. Ofcom is also obliged to have regard, in all cases, to the principles under which regulatory activities should be transparent, accountable, proportionate and consistent and targeted only at cases in which action is needed.

In reaching this Decision, Ofcom carefully considered all the relevant material provided by both parties. This included a recording of the programme as broadcast and translated transcript, both parties' written submissions. We also had regard to the broadcaster's representations on the Preliminary View, particularly noting that the broadcaster's assertion that the edition of *Congo Bololo* complained of was only repeated once through error. Ofcom recognised the disparity between the accounts of both parties as to the number of times the programme was repeated and was in no position to determine whether the programme had been repeated more than once. However, it was not disputed by the broadcaster that the programme had been repeated. Therefore, Ofcom considered that the broadcaster's representations did not raise issues that materially altered our original view to uphold the complaint.

When considering and deciding complaints of unjust and unfair treatment, Ofcom has regard to whether the broadcaster's actions ensured that the programme as broadcast avoided unjust or unfair treatment of individuals and organisations, as set out in Rule 7.1 of the Code. Ofcom had regard to this rule when reaching its Preliminary View.

Ofcom considered Mr Nzubila's complaint that he was treated unjustly or unfairly in the programme as broadcast because the programme included allegations that he was corrupt, accepted bribes, and that he *"raped a 16 years old child"*.

In considering this complaint, we had particular regard to Practice 7.9 of the Code. This states that before broadcasting a factual programme, broadcasters should take reasonable care to satisfy themselves that material facts have not been presented, disregarded or omitted in a way that is unfair to an individual or organisation. It is important to clarify from the outset that Ofcom is not required, for the purpose of considering this complaint, to express a view on the truth or otherwise of the individual statements made in the programme about Mr Nzubila. Rather, our role is to consider whether by broadcasting these comments the broadcaster treated Mr Nzubila unfairly and, in particular, whether it took reasonable care not to present, disregard or omit material facts in a way that was unfair to him.

Before considering the substance of Mr Nzubila's complaint, it was necessary for Ofcom to assess whether or not he was identifiable in the programme. We noted that President Mbano referred to *"Nzubila"*, *"Pastor Nzubila Francois" and "Pastor Mario"* and that a caller to the programme referred to *"Pastor Mario"*. Mr Nzubila confirmed to Ofcom that he was a pastor and a public figure among the Congolese community. He explained that Pastor Nzubila was his name and that Jean-Francois was his forename, which was sometimes shortened to "Francois". This was not disputed by the broadcaster. Mr Nzubila also confirmed to Ofcom that he believed that he was known amongst the Congolese community as "Pastor Mario" or "Mario". We noted that the broadcaster disputed that the use of the name "Mario" in the programme was referring to Mr Nzubila. It said that Mario was a name commonly used in the Congo. While only the caller and President Mbano can know for certain who they were referring to when they spoke about *"Mario"* and *"Pastor Mario"*, Ofcom considered it unlikely that an individual would associate themselves with the comments set out in the "Summary of the complaint and the broadcaster's response" section above, for any other reason than a genuine belief that they were the subject of the comments made. We also noted that when reading out the list of names of people alleged to have been at the Embassy, President Mbano stated *"There is Pastor Mario, Nzubila, he is on the list…"*. Therefore, Ofcom considered that given the information provided to it by the complainant and the comment made by President Mbano in reading out his list of names, and in the absence of any specific evidence to the contrary, it would not be an unreasonable conclusion to reach that Mr Nzubila was, at least, potentially identifiable as the individual referred to as *"Mario"* and *"Pastor Mario"* in the programme.

It was in this context that we went on to consider whether or not the presentation of the allegations of corruption and of rape could have resulted in any unfairness to Mr Nzubila.

Having carefully viewed the programme and examined the translated transcript of it, we noted that in relation to *"Nzubila"*, *"Pastor Nzubila Francois"* and *"Pastor Mario",* President Mbano made a number of allegations. While the full extent of these allegations are set out in the "Introduction and programme summary" section above, we noted in particular that President Mbano read out a list of people, including

"Pastor Nzubila", that he claimed had been *"corrupted with £50 and a bottle of champagne"* to go to the Embassy to *"welcome Kanambe's delegation"*. We further noted that in relation to *"Pastor Mario"*, a caller alleged that *"Pastor Mario had raped a 16 years old child"*.

Ofcom considered that the language used by President Mbano and the caller in the programme was accusatory in nature and would have left viewers in no doubt that the people who referred to him in relation to these allegations claimed that Mr Nzubila had been involved in very serious wrongdoing, namely, rape and being corrupt in accepting bribes. Further, we considered that the subsequent comments made by President Mbano and Mr Mona questioned the integrity of those individuals they claimed had been at the Embassy, one of which had been identified as Mr Nzubila. Ofcom considered that the allegations were very serious in nature and had the clear potential to materially and adversely affect viewers' opinions of Mr Nzubila.

We then considered whether the inclusion of these remarks in the programme as broadcast resulted in unfairness to Mr Nzubila. Ofcom acknowledged the broadcasters' right to freedom of expression and that they must be able to broadcast programmes of matters of interest to viewers freely, including the ability to express views and critical opinions without undue constraints. However, this freedom comes with responsibility and an obligation on broadcasters to comply with the Code and avoid unjust or unfair treatment of individuals or organisations in programmes.

Ofcom noted that the programme was first broadcast live on 4 June 2015 and we recognise that owing to the nature of live programming, contributors can make comments, sometimes unexpected, which have the potential to cause unfairness to individuals or organisations. In such circumstances, reasonable care must be taken by the broadcaster that the broadcast material is consistent with the requirements of the Code and that it does not mislead viewers or portray individuals or organisations in a way that is unfair, without sufficient basis to do so. This may include briefing any studio guests about fairness requirements in advance of the programme, as well as ensuring that any allegations made during the programme are properly tested or challenged.

As set out in detail in the "Programme summary" section above, we noted that the programme's presenter had questioned some of the claims made by President Mbano and Mr Mona that Mr Nzubila had been to the Embassy and had suggested an alternative viewpoint as to why people had been there. We acknowledged that the presenter's comments provided some moderation to the claims made by President Mbano and Mr Mona in this respect, however it was an important factor in this case that the programme complained about was a repeat of the initial, live programme broadcast some five months earlier.

In relation to the allegation that Mr Nzubila had *"raped a 16 years old girl"*, we noted that the presenter said *"Thank you very much, thank you very much, Proverbs 30. Today we didn't come for that file, we came to talk about the brothers and sisters who went to the Embassy…".* While we noted that the presenter interrupted and ended the call, she did not attempt to place the caller's comments in any form of context by explaining, for instance, that the information was unverified or that his comments only reflected the viewer's personal opinion. She did not clarify either that Mr Nzubila was not present to respond to this very serious allegation. Again, it was important to note that this allegation was included in a repeat programme that had initially been broadcast some five months earlier.

Ofcom noted from Mr Nzubila's complaint that despite complaining to the broadcaster after the first broadcast of the programme on 4 June 2015, the broadcaster had repeated the programme, unedited, and seemingly regardless of his concerns about the claims made about him. This was not disputed by the broadcaster.

Noting that the complainant had informed the broadcaster of his concerns about the initial broadcast of the programme, we considered what reasonable steps the broadcaster took, if any, to satisfy itself that material facts were not presented, disregarded or omitted in the repeated programme in a way that was unfair to Mr Nzubila. Ofcom considered that Ben TV had provided no evidence that it had taken any steps in this regard before rebroadcasting the programme, for example, by reviewing the comments made by President Mbano, Mr Mona and the caller about Mr Nzubila and considering whether or not it was still appropriate to include them, or to refer to him by name. More significantly, given that the broadcaster was already aware of Mr Nzubila's concerns, we noted that it appeared to us that no attempt had been made by the broadcaster before repeating the programme to contact him to verify or seek his response to the claims made.

Given the above factors, and in particular that the programme was repeated without any steps apparently being taken by the broadcaster to consider whether or not it was appropriate to rebroadcast it unedited, we considered that the comments of President Mbano, Mr Mona and the caller amounted to very significant allegations about Mr Nzubila's conduct, which had the potential to materially and adversely affect viewers' opinions of him, and that they were presented in the programme in a way that was unfair to him.

Taking all the above factors into account, Ofcom considered that, in the particular circumstances of this case, the broadcaster did not take reasonable care to satisfy itself that material facts had not been presented, disregarded or omitted in the repeated programme in a way that was unfair to Mr Nzubila.

Ofcom has upheld Mr Nzubila's complaint of unjust and unfair treatment in the programme as broadcast.

Upheld

Complaint by Mrs Fifi Simos

Congo Bololo, Ben TV, 7 November 2015

Summary

Ofcom has upheld Mrs Fifi Simos' complaint of unjust or unfair treatment in the programme as broadcast.

The programme, a repeat of a live programme first broadcast on 4 June 2015, included a discussion about individuals from the Congolese community in the UK who had allegedly been bribed with £50 and a bottle of champagne to go to the Embassy ("the Embassy") of the Democratic Republic of the Congo ("the DRC") in the UK to show support for the DRC government. Mrs Simos was named in the programme as one of these individuals.

Ofcom found that the comments made in the repeated programme relating to the complainant had the potential to materially and adversely affect viewers' perceptions of her in a way that was unfair. We considered that the comments alleged that Mrs Simos had been involved in serious wrongdoing, i.e. corruption and accepting bribes. Consequently, and taking into account that the programme was a repeat, Ofcom took the view that the broadcaster did not take reasonable care to satisfy itself that the programme did not present, disregard or omit material facts in a way that resulted in unfairness to Ms Simos.

Programme summary

Ben TV is an entertainment and news channel that broadcasts in the UK, Western Europe and to parts of Asia and Northern Africa. The Ofcom licence is held by Greener Technology Limited.

The programme was broadcast in Lingala (a Bantu language spoken throughout the north-western part of the DRC and a large part of the Republic of the Congo) and French. An English translation was obtained by Ofcom through an independent translation company and distributed to the complainant and the broadcaster. Neither party objected to the translation being used by Ofcom for the purposes of investigating the complaint.

On 7 November 2015, Ben TV broadcast a repeat of an edition of its live debate programme, *Congo Bololo* which was first broadcast on 4 June. This particular edition of the programme was presented by Ms Marceline Mido and included a discussion about members of the Congolese community in the UK who, allegedly, had been bribed with £50 and a bottle of champagne to go to the Embassy to show support for the DRC government. The presenter explained:

> *"…today we will read the list of those of our brothers and sisters who went to the Embassy. These are the ones who are now called a 'collabo'* [meaning a traitor]*. So brothers and sisters, I am with your brothers and sisters, we call them the Combatants. Those who went there, so that they can tell us how things went, what happened at the Embassy…"*.

The presenter then went on to make a number of announcements about forthcoming events and matters of interest to the Congolese community. She also interviewed a guest about a new vitamin product.

Later in the programme, the presenter went back to the topic relating to the Embassy and introduced two studio guests, Mr Peter Mona and "President Mbano". The presenter asked what had happened at the Embassy and who had been present. President Mbano said that a number of Congolese people had been corrupted by accepting "£50 and a bottle of champagne" to which the presenter said *"I heard that the £50 were* [sic] *for transport".*

President Mbano later said that he had a list of people *"who were corrupted with £50 and a bottle of champagne…".* The presenter asked President Mbano to read the list and President Mbano went on to say:

> *"Yes, we will read the names to raise awareness amongst the brothers and sisters of the people who would like to destroy our country* [reading the names on a list]...*that other sister, whose name is Madam F* [i.e. the complainant, Mrs Simos], *she is on the list*…*These people went to welcome Kanambe's* [i.e. the DRC President's] *delegation at the Embassy for £50 and a bottle of champagne…".*

The presenter interrupted President Mbano and said that she had contacted one of the individuals named by President Mbano who had told her that he had, in fact, been invited to the Embassy and that he had gone to listen to *"the reason why they had asked him to come"* and that the government had sent ministers to the Embassy to speak to those who would be interested.

President Mbano then criticised other individuals he named as being at the Embassy and questioned their behaviour. At this point, the presenter said to President Mbano:

> *"But there are other people who are saying something different Papa, they said no, they were not present there…"*

After a break in the programme, the presenter and her guests carried on the discussion and invited viewers to call in with their opinions. During the discussion, the presenter asked President Mbano:

> *"So Papa, what I cannot understand is that the brothers who went to the Embassy, we don't know whether they went there with bad intentions, you don't know. How are you informed about those brothers were there?"*

Later in the programme, in response to one call President Mbano explained that it was *"crucial"* for *"the resistance"* to build on information. He added:

> *"Most of the people who were stuck in the Embassy, we knew they would be there. For example your Pastor Nzubila Francois, he said he wasn't there. But there were people who were there at the Embassy, these people were afraid because, when they were leaving, they were saying because you they were walking out with a bottle of champagne and an envelope with £50 in it to pay for transport…".*

Later in the programme, the presenter asked President Mbano:

> *"Now Papa Mbano, all these people whose names you read, they are our brothers and sisters, journalists…I'd like to say something else. Regarding the traitors that you mentioned, some people are journalists, and those who are journalists, maybe they went there to film, to ask questions. Now, what did they do wrong? What do you have to say about that?"*

President Mbano argued that *"…as long as the country is occupied, anyone who works with Kanambe* [i.e. the President of the DRC]*, you have to keep an eye on that person Mama"*.

Referring again to the people whose names were on his list, President Mbano said that they should not have gone to the Embassy in any case, because *"they know the problems we have back home, we are confronted to occupiers…That cannot be their excuse. If I am an extra, and they saw me there, people will just say I have become a traitor, I have been given £50..."*

Mr Mona went on to say that those people did not even question why they were given a bottle of champagne and £50 "*because they are corrupt. They are pathetic people".*

Further into the programme, this discussion between the presenter, President Mbano and Mr Mona continued, however, no further mention was made to the Embassy or the individuals alleged to have accepted a bottle of champagne and £50 to attend the Embassy. The programme concluded with the presenter stating:

> *"Anyway brothers and sisters, we have reached the very end, what I would like to say is, we reproach you servants of God, for all these numerous videos that you have put together, if you don't know something, hold your peace. If you don't know something, hold your peace, because all these numerous videos, what exactly is your aim? And, if you show us a list and you know that there are 70 people, bring all 70 people here and read all of them out. We reject distractions within the community. Traitors you will pay a very, very, very, exceedingly -* [interrupted]*"*.

Summary of the complaint and the broadcaster's response

Mrs Simos complained that she was treated unjustly or unfairly in the programme as broadcast because it was alleged that she had gone to the Embassy "to get money", namely to collect £50 pounds and a bottle of champagne. Mrs Simos said that the allegation portrayed her as being "a corrupt woman". Mrs Simos explained that she had complained to Ben TV in July 2015 after the programme was first broadcast live on 4 June 2015, however she said that she did not receive a satisfactory response from the broadcaster and she said that the programme was repeated at least twice a few months later.

By way of background, Mrs Simos explained that she was a public figure in the Congolese community and was known as "Madam F". She said that she was living in fear of retaliation for her and her family because the presenter said that the corrupted individuals "will pay exceedingly".

Ben TV did not to provide a statement in response to Mrs Simos' complaint, despite repeated requests from Ofcom for it to do so. Ofcom therefore proceeded to its Preliminary View without a statement from the broadcaster.

Ofcom's Preliminary View

Ofcom prepared a Preliminary View on this case that the complaint should be upheld. Both parties were given the opportunity to make representations on the Preliminary View and Mrs Simos chose not to do so. However, the broadcaster did make representations which are summarised below.

Broadcaster's representations

The broadcaster said that it did not approve the belittling of anyone in its programmes and explained that the programme complained of was only repeated once in error after another edition of *Congo Bololo* was suspended from broadcast.

Decision

Ofcom's statutory duties include the application, in the case of all television and radio services, of standards which provide adequate protection to members of the public and all other persons from unjust or unfair treatment and unwarranted infringement of privacy in, or in connection with the obtaining of material included in, programmes in such services.

In carrying out its duties, Ofcom has regard to the need to secure that the application of these standards is in the manner that best guarantees an appropriate level of freedom of expression. Ofcom is also obliged to have regard, in all cases, to the principles under which regulatory activities should be transparent, accountable, proportionate and consistent and targeted only at cases in which action is needed.

In reaching this Decision, Ofcom carefully considered all the relevant material provided by both parties. This included a recording of the programme as broadcast and translated transcript, and the complainant's submissions. We also had regard to the broadcaster's representations on the Preliminary View, particularly noting that the broadcaster's assertion that the edition of *Congo Bololo* complained of was only repeated once through error. Ofcom recognised the disparity between the accounts of both parties as to the number of times the programme was repeated and was in no position to determine whether the programme had been repeated more than once. However, it was not disputed by the broadcaster that the programme had been repeated. Therefore, Ofcom considered that the broadcaster's representations did not raise issues that materially altered our original view to uphold the complaint.

When considering and deciding complaints of unjust and unfair treatment, Ofcom has regard to whether the broadcaster's actions ensured that the programme as broadcast avoided unjust or unfair treatment of individuals and organisations, as set out in Rule 7.1 of the Code. Ofcom had regard to this rule when reaching its Preliminary View.

Ofcom considered Mrs Simos' complaint that she was treated unjustly or unfairly in the programme as broadcast because it was alleged that she had gone to the Embassy "to get money" and it portrayed her as being "a corrupt woman".

In considering this complaint, we had particular regard to Practice 7.9 of the Code. This states that before broadcasting a factual programme, broadcasters should take reasonable care to satisfy themselves that material facts have not been presented, disregarded or omitted in a way that is unfair to an individual or organisation. It is important to clarify from the outset that Ofcom was not required, for the purpose of considering this complaint, to express a view on the truth or otherwise of the

statements made in the programme about Mrs Simos. Rather, our role was to consider whether by broadcasting these comments the broadcaster treated Mrs Simos unfairly and, in particular, whether it took reasonable care not to present, disregard or omit material facts in a way that was unfair to her.

Before considering the substance of Mrs Simos' complaint, it was necessary for Ofcom to assess whether or not she was identifiable from the reference *"Madam F*" made by President Mbano, one of the contributors to the programme. Mrs Simos confirmed to Ofcom that she was a public figure in the Congolese community and that she was known as "Madam F". This was not disputed by the broadcaster. On this basis, therefore, Ofcom considered that Mrs Simos was identifiable as the individual referred to as *"Madam F*" in the programme.

It was in this context that we went on to consider whether or not the presentation of the allegations of corruption in the programme resulted in any unfairness to Mrs Simos.

Having carefully viewed the programme and examined the translated transcript of it, we noted that in relation to *"Madam F*", President Mbano made a number of allegations. While the full extent of the allegations are set out in the "Programme summary" section above, we noted in particular that President Mbano read out a list of people, including *"Madam F"*, that he claimed had been *"corrupted with £50 and a bottle of champagne"* to go to the Embassy to *"welcome Kanambe's delegation"*. While we noted that *"Madam F"* was only referred to once by name, President Mbano and Mr Mona continued to make reference to those individuals they claimed had been at the Embassy and had received a bottle of champagne and £50 to support the DRC government.

Ofcom considered that the language used by President Mbano to refer to Mrs Simos was accusatory in nature and would have left viewers in no doubt that he claimed that she, and the other individuals listed by him, had been involved in serious wrongdoing, i.e. corruption and accepting bribes. Further, we considered that the subsequent comments made by President Mbano and Mr Mona questioned the integrity of those individuals they claimed had been at the Embassy, one of which had been identified as Mrs Simos, to collect £50 and a bottle of champagne. Therefore, it was our view that given the serious nature of the allegations made in the programme, it had the potential to materially and adversely affect viewers' opinions of Mrs Simos.

We then considered whether the presentation of these comments in the programme as broadcast resulted in unfairness to Mrs Simos. Ofcom acknowledged the broadcasters' right to freedom of expression and that they must be able to broadcast programmes on matters of interest to viewers freely, including the ability to express views and critical opinions without undue constraints. However, this freedom comes with responsibility and an obligation on broadcasters to comply with the Code and, with particular reference to this case, avoid unjust or unfair treatment of individuals or organisations in programmes.

Ofcom noted that the programme was first broadcast live on 4 June 2015 and we recognised that owing to the nature of live programming, contributors can make comments, sometimes unexpected, which have the potential to cause unfairness to individuals or organisations. In such circumstances, reasonable care must be taken by the broadcaster that the broadcast material is consistent with the requirements of the Code and that it does not mislead viewers or portray individuals or organisations in a way that is unfair, without sufficient basis to do so. This may include briefing any

studio guests about fairness requirements in advance of the programme, as well as ensuring that any allegations made during the programme are properly tested or challenged.

As set out in detail in the "Programme summary" section above, we noted that the programme's presenter had questioned some of the claims made by President Mbano and Mr Mona and had suggested an alternative viewpoint as to why people had been at the Embassy. In our view, while the presenter's comments provided some moderation to the claims made by President Mbano and Mr Mona, it was an important factor in this case that the programme complained about was a repeat of the initial, live broadcast some five months earlier.

Ofcom noted from Mrs Simos' complaint that despite complaining to the broadcaster after the first broadcast of the programme on 4 June 2015, the broadcaster had repeated the programme, unedited, and apparently regardless of her concerns about the claims made about her. This was not disputed by the broadcaster, who chose not to provide Ofcom with a statement in response to the complaint.

Noting that the complainant had informed the broadcaster of her concerns about the initial broadcast of the programme, we considered what reasonable steps the broadcaster took, if any, to satisfy itself that material facts were not presented, disregarded or omitted in the repeated programme in a way that was unfair to Mrs Simos. Ofcom considered that Ben TV had provided no evidence that it had taken any steps in this regard before re-broadcasting the programme, for example, by reviewing the comments made by President Mbano and Mr Mona about Mrs Simos and considering whether or not it was still appropriate to include them, or to refer to her by name. More significantly, given that the broadcaster was already aware of Mrs Simos' concerns, it appeared to us that no attempt had been made by the broadcaster before rebroadcasting the programme to contact her to verify or seek her response to the claims made.

Given the above factors, and in particular that the programme was repeated without any steps apparently being taken to by the broadcaster to consider whether or not it was appropriate to rebroadcast it unedited, we considered that the comments of President Mbano and Mr Mona amounted to significant allegations about Mrs Simos' conduct, which had the potential to materially and adversely affect viewers' opinions of Mrs Simos, and that they were presented in the programme in a way that was unfair to her.

Taking all the above factors into account, Ofcom considered that, in the particular circumstances of this case, the broadcaster did not take reasonable care to satisfy itself that material facts had not been presented, disregarded or omitted in the repeated programme in a way that was unfair to Mr Simos.

Ofcom has upheld Mrs Simos' complaint of unjust or unfair treatment in the programme as broadcast.

Upheld in Part

Complaint by Mr Mohammad Ahsan

News, Samaa TV, 4 July 2015

Summary

Ofcom has upheld Mr Mohammad Ahsan's complaint of unjust or unfair treatment in the programme as broadcast and has not upheld his complaint of unwarranted infringement of privacy in the programme as broadcast.

The programme included various comments about Mr Ahsan and identified him both by name and through the inclusion of several photographs. In particular, the programme claimed that Mr Ahsan had benefited financially from illegal property transactions.

Ofcom found that:

- The broadcaster had not taken reasonable care to satisfy itself that material facts in relation to the complainant were not presented in the programme in a way that was unfair to Mr Ahsan.

- There was no unwarranted infringement of Mr Ahsan's privacy in the programme as broadcast. This was because, in the particular circumstances of this case, Mr Ahsan did not have a legitimate expectation of privacy with regard to the inclusion in the programme of the relevant photographs.

Programme summary

Samaa TV is a Pakistani television service providing news and entertainment content in Urdu, which is re-transmitted in the UK. A transcript in English (translated from the original Urdu) of the programme as broadcast was prepared by Ofcom.

On 4 July 2015, Samaa TV broadcast an edition of its early evening news programme. The programme included a report about the arrest of a man on suspicion of *"china cutting"*[1].

At the beginning of the programme one of two presenters in the studio ("the first presenter") referred to the upcoming report as follows:

> *"In Karachi, a big fish involved in china cutting has been handed over to the Rangers*[2] *for 90 days. A KDA* [Karachi Development Authority] *officer, who is the brother of MQM* [Muttahida Quomi Movement][3] *spokesman Muhammad Anwar, used to send money abroad via Chunoo Mamoo* [later identified as the complainant, Mr Ahsan]. *Allegation of sending 17 billion rupees to MQM in London"*.

[1] Ofcom understood that the phrase "china cutting" was used to refer to the illegal practice of grabbing state/government owned land or property, sub-dividing it and then selling the small plots of land or property for personal gain.

[2] The Pakistan Rangers ("the Rangers") is a Pakistani paramilitary force.

[3] Muttahida Quomi Movement is a Karachi based Pakistani political party.

While these comments were made a photograph of the man who had been arrested (who was later identified as Mr Atif Ahmad) was shown followed by footage of a man, with his head covered by a blanket, being escorted into a building by men in military uniform. These images were shown alongside the following on-screen captions: *"A big fish involved in china cutting has been handed over to the Rangers"* and *"Prime Minister has asked for answers"*.

Later, the other presenter ("the second presenter") introduced a pre-recorded report about the story by saying:

> *"…In the anti-terrorism court, a KDA officer named Atif Ahmad has been handed over to the Rangers. The court was informed that the accused had revealed that he had transferred billions of rupees to London"*.

The reporter then said:

> *"In Karachi, a key defendant has been handed over to the Rangers for 90 days. A Grade 18 officer of KDA, Atif Ahmad, involved in china cutting, appears before the court amidst tight security. The lawyer for the Rangers said that the accused had transferred billions of rupees overseas. The lawyer stated that the accused had revealed, following initial interrogation, that he had been sending money overseas via Chunoo Mamoo, the brother of MQM spokesman Muhammad Anwar. From the illegal allotment and china cutting, 17 billion rupees has been earned, and sent to the MQM secretariat. More explosive revelations expected following further investigation. The Rangers asked the court to hand him over to them for 90 days"*.

The reporter's comments were accompanied by the footage which had been shown earlier in the programme of a man with his head covered being escorted into a building (now identified as Mr Ahmad being taken to court), intercut with the earlier photograph of Mr Ahmad, which was shown repeatedly alongside various on-screen captions setting out elements of the story (many of which were themselves shown repeatedly). Examples of these captions included: "The accused [i.e. Mr Ahmad] in china cutting appears in court"; "The accused has revealed that 17 billion rupees has been transferred to London"; During the initial investigation the accused has made revelations"; and, "He used to send money overseas via Chunoo Mamoo".

The programme then returned to the presenters in the studio.

The first presenter said:

> *"And now let us tell you about china cutting in Karachi, and fun and frolics in London and Dubai…Chunoo Mamoo used to drive a mini cab in London, but he now owns a hotel in Dubai. How did he become an owner of a hotel?"*

After which, the second presenter said:

> *"Samaa Investigations Unit is bringing you this explosive news about how Chunoo Mamoo was able to get payment for china cutting in Karachi, and then went off to enjoy the good life in London and Dubai. We are also showing you pictures of Chunoo* [see below for description]*, who along with his partner runs a hotel in Dubai. In 2002, he became in charge of MQM ministers without any public announcement, after which in Karachi an avalanche of complaints poured in, and Chunoo Mamoo was called back to London"*.

The presenters then spoke to the reporter about the story via telephone link.

During this discussion the reporter said:

> *"…Ahsan, alias Chunoo Mamoo, is quite a player in china cutting in Karachi. The details that we have received include the photos that we are seeing onscreen* [see below for description] *which show Chunoo Mamoo living it up on the proceeds of china cutting. Up until recently, Chunoo Mamoo used to drive a mini cab in London, but in 2002, when the MQM got some ministries – but then without any announcement he was made in charge and sent to Karachi, but after two months so many complaints were received that he was sent back. I can tell you that there is a hotel in Karachi called the Marriott and their room 817 remained in use by Chunoo Mamoo for four years. For four years he, whenever he would come over, he would stay in this room, but when this became the focus of attention, he changed to another hotel called the Sheraton, and I can tell you…"*.

At this point the second presenter interrupted the reporter saying:

> *"…he* [Mr Ahsan] *used to come to Pakistan and his name is Chunoo, and yet his exploits are quite adult and grown up*[4]*. He has taken 'cuts' out of the national exchequer, tell us something about that"*.

The reporter responded:

> *"Look, very large sums were sent from here via Hawala*[5] *and we now know that Chunoo Mamoo along with his partner Khurrum owns a hotel in Dubai. Although we know that he is currently not in Dubai, but we have contacted the hotel and they have confirmed that it is owned by Ahsan who is currently in London. But the money was amassed through china cutting, we know that properties were bought in London and Dubai and in this way the radio cab driver Chunoo Mamoo has come to be seen as a very big personality".*

The first presenter then asked the reporter about the hotel room that was *"booked for four years"* and he responded:

> *"…we spoke to (our) sources, who confirm that room 817 was permanently booked for Chunoo Mamoo for four years, and it was reserved for him whenever he came to Pakistan. He would stay in room 817 in the Marriott Hotel. People involved in china cutting and all the political lobbyists and activists in Karachi would go to this hotel"*.

The second presenter then asked when Mr Ahsan would be brought back to Pakistan and when the law would *"tighten the noose around him"*.

[4] The translator indicated that the name 'Chunoo' would normally be used for a young child rather than an adult. In light of this, Ofcom understood the presenter to have been making fun of Mr Ahsan by indicating that despite having a childlike name he had been accused of being involved in serious or "adult" matters.

[5] Hawala is an informal money transfer system.

The reporter responded:

> *"…Chunoo Mamoo has now left here and is certainly aware of the current situation, and would not wish to come back in the current climate, and so the investigation continues and when the authorities reach a definite conclusion, then using the proper channels and legal means, Chunoo Mamoo can be brought back to Pakistan"*.

The second presenter then concluded the coverage of this story by thanking the reporter.

From the point where the programme returned to the presenters in the studio to the end of the relevant section of the programme a montage of photographs of Mr Ahsan, apparently socialising with a number of different people, was shown repeatedly. The identities of the people with whom Mr Ahsan was socialising were obscured. However, the images of Mr Ahsan's face were shown unobscured and the presenters identified him by name. Each time one of the photographs of Mr Ahsan was shown it was accompanied by an on-screen caption many of which were, like the photographs, shown repeatedly.

Some of the captions shown alongside the photographs of Mr Ahsan in the programme are set out below:

- *"China cutting in Karachi and fun and frolics in London and Dubai";*
- *"Chunoo Mamoo used to drive a mini cab in London";*
- *"How did he* [Mr Ahsan] *become an owner of a hotel in Dubai?";*
- *"Chunoo Mamoo along with his partner ran a hotel in Dubai";*
- *"Pictures of Ahsan alias Chunoo Mamoo are there for all to see";*
- *"In 2002* [Mr Ahsan] *became in charge of MQM Ministers without any announcement";*
- *"Upon becoming in charge of Ministers, complaints started flooding in";*
- *"After two months Chunoo Mamoo was recalled back to London";*
- *"For china cutting a room remained booked for four years";*
- *"In a private hotel, room number 817 was reserved for Chunoo Mamoo";*
- *"All the money was transferred to London via Hawala by his partner Khurram";*
- *"Moved to another hotel, once the hotel became public knowledge"; and,*
- *"A room remained booked for four years for the purpose of china cutting".*

The story of Mr Ahmad's arrest was also included within the news headlines broadcast on Samaa TV at 18:00 and 19:00 on 4 July 2015. The 19:00 bulletin

included a specific reference to money being transferred from Pakistan via *"Chunoo Mamoo"*, i.e. Mr Ahsan.

Summary of the complaint and the broadcaster's response

Unjust or unfair treatment

a) Mr Ahsan complained that he was treated unjustly or unfairly in the programme as broadcast because "unfounded" allegations were made against him. In particular, the programme:

- stated that he had taken 17 billion rupees out of Pakistan through illegal means;
- stated that he was "looting wealth" from Pakistan and "living a life of luxury in London and Dubai"; and,
- associated him with "land grabbers" and terrorists.

In response, Samaa TV said that it stood by its story (i.e. the claims made in relation to Mr Ahsan in the programme) because Pakistan's Federal Investigation Agency ("the FIA") was investigating a number of reports made against Mr Ahsan which claimed that he "had obtained substantial amounts of money through china cutting and fraudulently selling the land of the Sindh Government [Sindh, the capital of which is Karachi, is one of four provinces in Pakistan]". Samaa TV said that the money raised from these alleged activities "was shipped to London through 17 different accounts [belonging to] Mr Ahsan and his relatives" and that the FIA was still investigating these accounts.

Samaa TV also said that it had tried to contact Mr Ahsan, through both his close aides and the Karachi headquarters of the MQM party (with which it indicated Mr Ahsan was associated), in order to ask for his response to the story but was unsuccessful. The broadcaster provided Ofcom with a written statement from one of the programme makers who said that he had tried to contact Mr Ahsan on the 2 and 3 July 2015 via various mobile telephone numbers, but was unable to get a response.

Unwarranted infringement of privacy

b) Mr Ahsan also complained that his privacy was unwarrantably infringed in the programme as broadcast because his family pictures were released "without a care in the world".

Samaa TV provided no response specifically in relation to Mr Ahsan's complaint of unwarranted infringement of privacy.

Ofcom's Preliminary View

Ofcom prepared a Preliminary View on this case that Mr Ahsan's complaint should be upheld in part. Both parties were given the opportunity to make representations on the Preliminary View, however neither chose to do so.

Decision

Ofcom's statutory duties include the application, in the case of all television and radio services, of standards which provide adequate protection to members of the public and all other persons from unjust or unfair treatment and unwarranted infringement of privacy in, or in connection with the obtaining of material included in, programmes in such services.

In carrying out its duties, Ofcom has regard to the need to secure that the application of these standards is in the manner that best guarantees an appropriate level of freedom of expression. Ofcom is also obliged to have regard, in all cases, to the principles under which regulatory activities should be transparent, accountable, proportionate and consistent and targeted only at cases in which action is needed.

In reaching its Decision, Ofcom carefully considered all the relevant material provided by both parties. This included a recording of the programme as broadcast and translated transcript of it and both parties' written submissions and supporting documentation.

When considering complaints of unfair treatment, Ofcom has regard to whether the broadcaster's actions ensured that the programme as broadcast avoided unjust or unfair treatment of individuals and organisations, as set out in Rule 7.1 of Ofcom's Broadcasting Code ("the Code").

Unjust or unfair treatment

a) Ofcom first assessed Mr Ahsan's complaint that he was treated unjustly or unfairly in the programme as broadcast because it made "unfounded" allegations against him referred to above under head a) of Mr Ahsan's complaint.

   In considering the complaint, Ofcom had regard to Practice 7.9 of the Code which states that, before broadcasting a factual programme, broadcasters should take reasonable care to satisfy themselves that material facts have not been presented, disregarded or omitted in a way that is unfair to the individual or organisation. It is important to clarify from the outset that Ofcom is unable to make findings of fact in relation to the allegations made about Mr Ahsan in the programme, Rather, our role is to consider whether by broadcasting the comments made by the presenters and reporter the broadcaster took reasonable care not to present, disregard or omit material facts in a way that resulted in unfairness to the complainant.

   Whether a broadcaster has taken reasonable care to present material facts in a way that is not unfair to an individual or organisation will depend on all the particular facts and circumstances of the case including, for example, the seriousness of any allegations and the context within which they were presented in the programme.

   We began by considering the seriousness of the claims and whether they had the potential to materially and adversely affect viewers' opinions of Mr Ahsan in a way that was unfair. We then went on to consider whether, if they did have this potential, the manner in which the claims were presented in the programme resulted in unfairness.

   Ofcom viewed the programme and examined carefully the translated transcript of it, noting in particular the comments made by the presenters and reporter in

relation to the allegations made against Mr Ahsan (see the "Programme Summary" section above). In particular, we noted that the reporter said that a lawyer speaking on behalf of the Rangers stated that Mr Ahmad had told the Rangers that: *"he had been sending money overseas via Chunoo Mamoo, the brother of MQM spokesman Muhammad Anwar*. *From the illegal allotment and china cutting, 17 billion rupees has been earned, and sent to the MQM secretariat".*

We noted too that, later in the programme, the reporter said *"Ahsan, alias Chunoo Mamoo, is quite a player in china cutting in Karachi"*. He also said that the photographs of Mr Ahsan (shown on-screen in the programme) *"show Chunoo Mamoo living it up on the proceeds of china cutting".* The reporter then talked about how, following a rise in MQM's political fortunes in 2002, Mr Ahsan had gone from being a cab driver in London to having a room at the Marriott hotel in Karachi permanently reserved for his use for four years and part-owning a hotel in Dubai.

In addition, the programme repeatedly showed photographs of Mr Ahsan, alongside on-screen captions that summarised each of the claims the programme was making about his alleged activities. This not only emphasised the claims themselves but also enabled viewers to readily identify Mr Ahsan as the person about whom the claims were being made.

In light of all of the above, Ofcom considered that viewers would have understood the programme to have claimed that Mr Ahsan lived a luxurious lifestyle abroad (i.e. outside Pakistan) which was financed by large sums of money that had been amassed through the illegal sale of state-owned property and subsequently transferred out of Pakistan through informal channels.

Ofcom considered that these claims amounted to serious allegations that Mr Ahsan had acted illegally and had benefitted financially as a result of these actions. In particular, we considered that the manner in which the claims about Mr Ahsan were presented was accusatory in nature, particularly in light of the presenter's question about when the law would *"tighten the noose around him [Mr Ahsan]"*, and would have left viewers in little doubt that the programme claimed that Mr Ahsan had been involved in serious wrongdoing. We noted too that these claims were presented as statements of fact which had already been established as opposed to allegations that had been made to the FIA and were being investigated at the time of the broadcast. Therefore, it was our view that given the serious nature of these allegations made in the programme, it had the clear potential to materially and adversely affect viewers' opinions of Mr Ahsan.

Having established that the comments made about Mr Ahsan were serious allegations which were likely to materially and adversely affect viewers' opinions of him, we next considered whether the broadcaster had taken reasonable care to satisfy itself that material facts had not been presented in a way that was unfair to Mr Ahsan.

Ofcom acknowledged the broadcaster's right to freedom of expression and that it must be able to broadcast programmes on matters of interest to viewers freely, including the ability to express views and critical opinions without undue constraints. However, this freedom comes with responsibility and an obligation on broadcasters to comply with the Code and, with particular reference to this case, avoid unjust or unfair treatment of individuals and organisations in programmes.

Ofcom noted Samaa TV's submission that it was reasonable for the programme to have included the claims about Mr Ahsan on the basis of information available to the programme makers at the time of the broadcast. However, as stated above, Ofcom's role is not to determine the truth or otherwise of claims made in a programme, but to consider whether the programme, in its entirety, resulted in unfairness to an individual and/or organisation.

We recognised that the relevant section of the programme was a news story broadcast live and that, with such broadcasts, broadcasters need to take particular care. Given the nature of this type of programming, contributors and presenters can sometimes make unexpected comments which have the potential to cause unfairness to an individual or organisation. It is Ofcom's view, therefore, that, for live broadcasts, it is not always possible for the broadcaster to obtain responses from others prior to or during the broadcast. However, in such circumstances, Ofcom considers that when including material that has the potential to amount to a significant allegation, reasonable care must be taken by the broadcaster that the broadcast material is consistent with the requirements of the Code and that it does not mislead viewers or portray individuals or organisations in a way that is unfair, without sufficient basis to do so. This may include ensuring that any allegations made during the programme are properly tested or challenged. This could be, for example, by pointing out any contradictory argument or evidence or by representing the viewpoint of the person or organisation that is the subject of the allegation.

In this case, Ofcom noted that neither the presenters nor the reporter made any attempt to place their claims in context in the programme: by explaining, for instance, the sources on which they based their claims or that the claims about Mr Ahsan were allegations rather than proven facts; by noting that they were expressing their own opinions; or, by representing a counter-balancing viewpoint. We noted too that, in its response to the complaint, the broadcaster said that one of its programme makers had repeatedly attempted to contact Mr Ahsan prior to the broadcast in order to ask for his response to the story, but had failed to contact him. However, even if the broadcaster (as it claimed) attempted to contact Mr Ahsan, the programme did not make clear that a response from Mr Ahsan had been sought by the programme makers in advance of the broadcast of the programme, but that they had been unable to contact him.

Taking into account all the factors above, and notably because nowhere in the programme was anything said to balance or place into appropriate context the claims about Mr Ahsan, which were made repeatedly, we considered that the claims made against Mr Ahsan in the programme amounted to significant allegations about his conduct which had the clear potential to materially and adversely affect viewers' opinions of him in a way that was unfair.

Ofcom found therefore, that in the particular circumstances of this case, the broadcaster did not take reasonable care to satisfy itself that material facts had not been presented, disregarded or omitted in the programme in a way that was unfair to Mr Ahsan.

Unwarranted infringement of privacy

In Ofcom's view, an individual's right to privacy has to be balanced against the competing rights of the broadcaster to freedom of expression. Neither right as such has precedence over the other and where there is a conflict between the two, it is necessary to intensely focus on the comparative importance of the specific rights.

Any justification for interfering with or restricting each right must be taken into account and any interference or restriction must be proportionate.

This is reflected in how Ofcom applies Rule 8.1 of Ofcom's Broadcasting Code ("the Code") which states that any infringement of privacy in programmes, or in connection with obtaining material included in programmes, must be warranted.

b) Ofcom considered Mr Ahsan's complaint that his privacy was unwarrantably infringed in the programme as broadcast because his family pictures were released "without a care in the world".

In assessing this complaint, Ofcom had regard to Practice 8.3 of the Code. This states that people who are caught up in events which are covered by the news still have a right to privacy in the making and the broadcast of the programme, unless it is warranted to infringe it.

Ofcom also had regard to Practice 8.6 of the Code. This states that, if the broadcast of a programme would infringe the privacy of a person, consent should be obtained before the relevant material is broadcast, unless the infringement of privacy is warranted.

Ofcom began by assessing the extent to which Mr Ahsan had a legitimate expectation of privacy in regard to the inclusion of the photographs of him in the programme as broadcast. The test applied by Ofcom as to whether a legitimate expectation of privacy arises is an objective one: it is fact sensitive and must always be judged in light of the circumstances.

Therefore, whether a legitimate expectation of privacy may arise with regard to the inclusion of photographs of an individual in a programme will depend on the circumstances. In considering whether or not a person had a legitimate expectation of privacy in relation to the inclusion of such photographs in a programme, we would take into account: the nature of the photographs themselves and any information included in the programme relating to them; the circumstances pertaining to their inclusion in the programme; and any prior use to which the photographs have been put (notably if they have previously been placed in the public domain and/or widely disseminated).

In this case, we observed that throughout the programme several photographs of Mr Ahsan, apparently socialising with other people (whose faces were obscured) were shown. Mr Ahsan's face was clearly visible to viewers in each photograph and the programme identified him either by his surname or by the name *"Chunoo Mamoo"* which Mr Ahsan has confirmed is a name by which he is commonly known.

As noted above, Samaa TV provided no response to this aspect of Mr Ahsan's complaint and therefore we have no information regarding the circumstances in which the photographs were obtained for the purpose of inclusion in the programme, or their prior use. However, given the nature of Mr Ahsan's complaint, and in the absence of any information to the contrary, we took the view that it was unlikely that the photographs had previously been published or otherwise put into the public domain prior to the broadcast of this programme. We noted that Mr Ahsan described the photographs as "family pictures". However, we also noted that, within his complaint, Mr Ahsan neither suggested that the photographs were taken in a private place nor that they disclosed anything personal or private about him. Moreover, we observed that the broadcast of the

photographs did not disclose any information about Mr Ahsan to viewers other than the appearance of his face. Nor did the photographs show him engaged in an activity that could reasonably be regarded as private or sensitive in nature. In addition, neither the programme nor the photographs themselves disclosed any information about the location, date or specific circumstances in which the photographs had been taken (other than that they were taken inside a building when Mr Ahsan was with other people, the identity of whom had been disguised by the programme makers).

As set out in the Decision at head a) above, Ofcom accepted the role that the inclusion of these photographs in the programme had with regard to enabling viewers to identify Mr Ahsan as the person about whom the relevant claims were made (and this was taken into account when considering whether or not Mr Ahsan was treated unjustly or unfairly in the programme as broadcast). However, given our observations about the nature of the photographs themselves, and in particular that they did not disclose any personal or private information about the complainant, we considered that Mr Ahsan did not have a legitimate expectation of privacy with regard to their inclusion in the programme. Given this conclusion, it was not necessary for Ofcom to consider whether any infringement of into Mr Ahsan's privacy through the inclusion of the photographs in the programme was warranted.

Therefore, Ofcom found that Mr Ahsan's privacy was not unwarrantably infringed in the programme as broadcast in this respect.

Ofcom has upheld Mr Ahsan’s complaint of unjust or unfair treatment in the programme as broadcast and has not upheld his complaint of unwarranted infringement of privacy in the programme as broadcast.

Not Upheld

Complaint by Mr Adam Hirschovits and Mrs Katie Hirschovits

How the Rich Get Hitched, *Channel 4,1 September 2015*

Summary

Ofcom has not upheld this complaint of unwarranted infringement of privacy in the programme as broadcast made by Mr and Mrs Hirschovits.

The programme provided an insight into luxury weddings and followed a number of brides as they prepared for their nuptials.

Ofcom found that, in the particular circumstances of this case, Mr and Mrs Hirschovits had a limited expectation of privacy in relation to the broadcast of footage from their wedding ceremony in the programme, but that they had consented to the footage being broadcast. Therefore, Mr and Mrs Hirschovits' privacy was not unwarrantably infringed in the programme as broadcast.

Programme summary

On 1 September 2015, Channel 4 broadcast a documentary programme, *How the Rich Get Hitched,* which followed the work of a wedding dress designer Ms Caroline Castigliano and her team. The programme was introduced:

> *"Every girl wants the perfect wedding. Every bride wants the perfect dress. But there is one section of society that demands perfection more than most…This is the extravagant world of luxury weddings where money is no object…We meet Britain's most privileged brides…And the people striving to create bridal perfection…The UK bridal market is worth over £10 billion, something wedding dress designer Caroline Castigliano has been cashing in on for the last 24 years…UK brides spend an average of £1000 on their wedding dress, but staff here tailor for clients willing to spend up to 40 times that on Caroline's bespoke handmade gowns".*

The programme's narrator further explained that Ms Castigliano's dresses ranged *"from £5000 to upwards of £40,000"*.

The programme followed the preparations in the lead up to a variety of expensive weddings, including the selection and fitting of the wedding dress. One of the brides featured was "Katie" (Mrs Hirschovits) and she was introduced as follows:

> *"29 year old bride Katie has arrived for her final dress fitting before her wedding in southern Spain in one week's time".*

Mrs Hirschovits was then shown trying on her wedding dress in front of family members/friends. She then explained how she had met her husband:

> *"We met online, which is interesting – modern day. And we just got on so well. He's a lawyer and he's just great – comes from an amazing family. I'm a bit of a control freak. I think I emailed him a picture of the ring after about three weeks of dating, not that I'm a bunny boiler or anything. So subtlety isn't my finest point,*

but he did really well. He's got a friend who is a jeweller and he made it exactly how I wanted it…".

The programme maker then asked her: *"Is it an expensive dress?"*

Mrs Hirschovits responded:

"Yes, really expensive. Yeah, more than we had intended on spending, but it's always the way, always the way".

The programme's narrator then explained:

"Katie's dress has had 250,000 beads hand sewn onto the finest lace. This kind of attention to detail means Caroline's dresses are amongst the best money can buy".

The programme maker asked Mrs Hirschovits' mother: *"What would you say to people who said 'that's a lot of money to spend on a dress'?"*

Mrs Hirschovits' mother responded:

"You're absolutely right [laughed], *it is a lot of money to spend on a dress. I always feel uncomfortable talking about money. If you want me to say it's good value for money, it would be like pulling teeth because I'm embarrassed"*.

The programme maker then asked Mrs Hirschovits: *"Is it worth it?"*, to which Mrs Hirschovits responded: *"Yes, I think so, I hope so, I'll tell you afterwards"*.

The programme's narrator then said:

"Katie will now fly her precious cargo over 1000 miles to join 200 guests for the most important and expensive day of her life".

Later in the programme, the programme's narrator explained:

"1000 miles away in the south of Spain [the onscreen text stated Alicante], *preparations for 29 year old Katie's wedding are well underway. Katie and her husband to be are marrying abroad as it means they can get more from their budget than in the UK. To make sure their money is well spent, they've hired the services of some of the most in demand wedding planners in southern Spain"*.

Preparations for an outdoor wedding were shown. The wedding planner "Eugenio" said:

"We like to do everything perfect, to the millimetre…It is very important of course for us, and for many of the customers, to be perfect".

Mrs Hirschovits was seen examining the set up for the wedding, she said: *"I am a bride only once, so I am going to milk it for everything that it's worth"*.

Later in the programme, Mrs Hirschovits was shown on her wedding day getting her hair and make-up done. The programme's narrator stated:

"One of these spectacular occasions is about to take place in the south of Spain. Self-confessed perfectionist Katie is getting ready for the big event and her

expectance for excellence doesn't stop at the dress and the venue [Mrs Hirschovits was shown explaining how she wanted her hair done]".

The programme's narrator then said:

"With the finest stitching, beading and fabric that money can buy, Katie's fairy-tale wedding gown is finally ready for its debut".

Guests were then shown arriving and taking their seats and Adam (Mr Hirschovits) was shown greeting guests. Soon after, Mrs Hirschovits was shown walking down the aisle.

Mr and Mrs Hirschovits were shown standing together, under the wedding canopy in front of their guests, laughing and smiling. The wedding officiant was heard to say:

"I am very proud to pronounce on behalf of us all that you Adam, and you Katie are now officially husband and wife".

Mr Hirschovits could be seen breaking the glass with his foot. Mr and Mrs Hirschovits were shown smiling at each other and then hugging and greeting their guests. They were then seen holding hands walking back down the aisle.

Preparations for the evening reception were then shown in the programme and Mr and Mrs Hirschovits were shown kissing each other later that evening, while guests took photographs. The programme's narrator then said:

"The lucky guests are lavished with bubbles, a decadent dinner and a spectacular party. But for Katie, it's her princess gown which has been the icing on the cake".

Mrs Hirschovits said:

"The dress has been incredible – what a reception I've had. Oh my gosh, people love it. And it's been great. It's a little heavy and a little hot, but it's all part of the fun isn't it. But now it's bustled up, I've got my flat shoes on and I'm going to see how it moves on the dance floor".

Mr and Mrs Hirschovits were then shown dancing and being lifted on chairs by their guests.

Later, Mr and Mrs Hirschovits were shown walking hand in hand together and the programme's narrator said:

"Despite all the glamour of the day, it's the romance and memory of the wedding dress that will never be forgotten".

Further footage of Mr and Mrs Hirschovits and their guests dancing was then shown before the programme ended.

Summary of the complaint and the broadcaster's response

Mr Hirschovits complained that his and his wife's privacy was unwarrantably infringed in the programme as broadcast because they did not give their consent for footage of their wedding ceremony to be included in the programme.

By way of background, Mr Hirschovits said that as part of agreeing to appear in the programme, the programme makers had agreed to film their entire wedding for their "personal consumption". He said that he and his wife had made it clear to the programme makers that they did not want footage of the wedding ceremony included in the programme. He said that the programme makers had claimed that on the day of the wedding, Mrs Hirschovits had agreed to the filming of the ceremony for inclusion in the programme. However, Mr Hirschovits said that his wife denied this.

In response, Channel 4 explained that the programme's Director and Assistant Producer had met Mrs Hirschovits and her mother on 2 June 2015 to discuss the programme. During this discussion, Mrs Hirschovits asked if it would be possible for the film crew to stay on after the wedding ceremony and take some footage of the evening reception for the couple, as they were worried that their own videographer would not be able to stay to film it. This was agreed and was not discussed again. Channel 4 said that on 23 June 2015, the programme makers filmed Mrs Hirschovits' final dress fitting, and that after the filming, the programme makers took the family to lunch where they discussed the programme in full. The broadcaster explained that Mrs Hirschovits had agreed that she was happy for the programme makers to film "the lead up to the wedding and the wedding itself. However she said that she was not sure about us filming the wedding ceremony, but that we could have a conversation about this later down the line". Channel 4 also said that Mrs Hirschovits had also stated that she would like her husband, a lawyer, to read over the contributor release forms before signing.

The broadcaster said that the release forms were emailed to the complainants on 23 June 2015 and that these contained a brief programme description including that the programme would document various aspects of the wedding process including the moment when the bride "walk[s] down the aisle". Channel 4 said that it was therefore made clear to the complainants from the outset that filming would capture the wedding ceremony and would be used for subsequent broadcast. The broadcaster explained that these forms were returned unsigned on 25 June 2015 and that they contained amendments made by Mr Hirschovits stating that the programme could only be aired once the couple had 'signed off' on it. Channel 4 said that Mr Hirschovits was experienced in contractual negotiation agreements and had recognised the opportunity to make amendments to the release forms, in relation to 'sign off' and that they presumed that he had done so to protect his and his wife's interests. The broadcaster stated that no amendment was made to the forms by Mr Hirschovits to stipulate that programme makers could not film the wedding ceremony for broadcast but only for the complainants' "personal consumption". Channel 4 said that if this had been a condition imposed by the complainants, Mr Hirschovits would have amended the release forms to reflect it.

The broadcaster said that an email of 30 June 2015 from Mrs Hirschovits to the Channel 4 Commissioning Editor did raise concerns about the nature of the documentary, but that she was reassured by an email response from the Commissioning Editor on the same date stating that the programme would be an "aspirational, warm, and uplifting documentary about high end weddings". Channel 4 said this email also reiterated that full editorial control would rest with the broadcaster, but that the couple could retain the opportunity to view the programme for factual accuracy and that anything that was not factually accurate would be removed from the final programme. The broadcaster said that Mrs Hirschovits was happy to continue on this basis and that neither the complainant nor his wife raised their initial concerns in relation to the filming of their wedding for broadcast, nor did they request that the production team film their wedding ceremony only for their "personal consumption".

Channel 4 said that the complainants' wedding took place on 5 July 2015 and that the programme makers filmed Mrs Hirschovits making last minute preparations at the wedding venue, as well as joining her and her party at her hotel in order to document the final preparations. The broadcaster said that in footage taken at the hotel (which was not broadcast) Mrs Hirschovits' father could be heard clearly discussing walking down the aisle with his daughter and asking the programme makers: "and if she [Katie] trips on the carpet down the aisle, you'd cut that bit right?" Channel 4 said that this comment was made within earshot of Mrs Hirschovits and that this indicated that footage from the ceremony was expected to be included in the documentary. The broadcaster argued that if Mrs Hirschovits had taken issue with the filming of the wedding ceremony this would have been the most opportune moment for concerns to be raised; however Mrs Hirschovits remained silent on the issue.

The broadcaster said that the programme makers then followed Mrs Hirschovits to the wedding venue where, upon arriving, they asked Mrs Hirschovits if she was happy for the film crew to continue filming. Channel 4 explained that Mrs Hirschovits told the programme makers to "carry on", thereby expressly consenting to the filming of the ceremony. The broadcaster said that the programme makers deemed it necessary to ask Mrs Hirschovits this due to her initial concerns about filming the ceremony. The broadcaster said that the programme makers therefore continued to film the complainants' wedding ceremony with two cameras and at no point during the ceremony did the couple ask for the filming to be stopped. The broadcaster said that in addition, the programme makers had put up notices which were placed in the walkway where the wedding guests entered the venue which contained the same brief programme description as the couple's release forms (i.e. that filming would also extend to the wedding ceremony). It said that these signs were produced in both English and Spanish and no issues were raised on the day in relation to the filming of the ceremony.

Channel 4 said that an email was sent to the complainants on 6 July 2015 asking for the signed release forms. On 9 July 2015, Mrs Hirschovits emailed a copy of the scanned release forms stipulating that their signatures would not be released until they received the £1000 disturbance fee negotiated by Mr Hirschovits prior to filming the wedding. The broadcaster said that by 14 July 2015, the complainants had received the money and the signed release forms were provided. Channel 4 said that it was important to note that the signed release forms are dated the day of the wedding and did not detail any amendments, only the £1000 disturbance fee. It said that the fact that the complainants had constructive knowledge that the programme makers had filmed their wedding ceremony, yet returned the signed release forms anyway, was indicative of the fact that the couple were happy with the inclusion of the footage captured at their ceremony in the final version of the programme to be broadcast. Channel 4 said that it was never part of the agreement that the ceremony would be filmed for the couple's "personal consumption" - the complainants had hired a videographer to capture footage of the ceremony for the couple's private use. The broadcaster reiterated that there was no discussion prior to the ceremony that the film crew were only allowed to film the ceremony for the couple's "personal consumption". It said that during the initial discussions on 2 June 2015 between Mrs Hirschovits and the programme makers, it was agreed that the programme makers would take some additional footage of the couple's after party and that this was honoured. Channel 4 said that in relation to the other footage, it was made abundantly clear to the complainants throughout the filming process that the footage taken for the programme would remain the property of Channel 4 and that Channel 4 would retain full editorial control of the footage.

Channel 4 said that the points set out above were highly supportive of the fact that footage captured by the programme makers was exclusively for use in the programme and not for the complainants' "personal consumption".

Further, Channel 4 said that on 20 August 2015, Mr and Mrs Hirschovits viewed the programme with the Assistant Producer at Mrs Hirschovits' parent's house. The broadcaster said that the only concern raised by the couple was that they did not want their surnames to be heard during the ceremony. Channel 4 said that at no point did the complainants raise concerns about footage of their ceremony being included in the programme, nor did the couple ask for the footage to be removed from the final programme. It said that the fact they asked for their surnames to be removed was highly suggestive that the complainants knew that the footage of the ceremony would be used in the programme and they were indeed happy for it to be included. The broadcaster said that a concern about the inclusion of the footage in the ceremony was only raised by Mr Hirschovits on 23 August 2015 when the programme title was changed. It said that in a series of correspondence between Mr Hirschovits and Channel 4, it took the firm view that it had all the appropriate consent to film the ceremony through: verbal consent on the day with Mrs Hirschovits; the signed release forms of 14 July 2015 after the filming of the wedding ceremony; the notice for filming signs clearly placed around the wedding venue where the wedding ceremony took place; and no concerns about the inclusion of the wedding ceremony footage were raised by the complainants during the viewing of the programme on 20 August 2015.

Channel 4 concluded that there was no unwarranted infringement of privacy in relation to the broadcast of the ceremony footage.

Ofcom's Preliminary View

Ofcom prepared a Preliminary View that Mr and Mrs Hirschovits' complaint should not be upheld. Both parties were given the opportunity to make representations on the Preliminary View. The complainants made representations which are (insofar as they were relevant to the complaint as entertained and considered by Ofcom in the Preliminary View) summarised below. The broadcaster did not submit any representations.

Mr and Mrs Hirschovits' representations

Mr and Mrs Hirschovits said that:

- At lunch with the programme makers on 23 June 2015, Mrs Hirschovits refused permission for the ceremony to be filmed for inclusion in the programme and there was no ambiguity about this.

- On the basis that permission had been refused, they did not insist on amending the release form (even though they did attempt to as referred to below).

- With regards to the remark made by Mrs Hirschovits' father about his daughter potentially tripping in the aisle: Mrs Hirschovits' mother considered the remark to be "flippant" and "an attempt at humour", and Mrs Hirschovits said she could not recall having heard the remark; Mr and Mrs Hirschovits did not object to the filming and broadcast of footage of Mrs Hirschovits walking down the aisle, only of the ceremony itself; and, Mrs Hirschovits' father "had no authority to bind Mrs Hirschovits".

- With regards to Channel 4's assertion that Mrs Hirschovits had told the programme makers to "carry on", thereby consenting to the filming of the ceremony, Mrs Hirschovits denied saying this. Mr and Mrs Hirschovits also said that they did not object during the ceremony to the filming because: the programme makers had agreed to film their entire ceremony and party; and, even if they were conscious at the time of being filmed during the ceremony, they were preoccupied with getting married.

- With regards to the release form not being amended in relation to the filming of the ceremony for personal use only, Mr and Mrs Hirschovits provided Ofcom with a copy of the release form in which they had added the wording:

  > "We hereby undertake not to air the programme or publicise the programme (through any medium) in any form whatsoever (whether known or hereafter developed) without your prior written consent (which, once received, will constitute your consent to such programme being aired in such format/programme being publicised in such format without limitation)".

  Mr and Mrs Hirschovits said that they were told that "…this could not be done on paper, but that in practice, this would be doable".

- With regard to Ofcom's statement in the Provisional View that Channel 4 had followed best practice in terms of the way in which the broadcaster had used release forms to obtain the consent of Mr and Mrs Hirschovits, Mr and Mrs Hirschovits attached a copy of a letter from Channel 4 dated 26 August 2015 and stated that Channel 4 had made serious errors in their obtaining relevant permissions, and that but for Mr and Mrs Hirschovits warning them, Channel 4 would have aired an individual without having obtained the applicable release form.

- They were firmly of the view that it was made "extremely clear" to the programme makers that they were not permitted to film the ceremony for inclusion in the programme. Mr and Mrs Hirschovits pointed out that Ofcom had acknowledged that there was an "ambiguity" regarding this; they said that "…any ambiguity should be construed against the party seeking to rely on it (in this case Channel 4)".

Decision

Ofcom's statutory duties include the application, in the case of all television and radio services, of standards which provide adequate protection to members of the public and all other persons from unjust or unfair treatment and unwarranted infringement of privacy in, or in connection with the obtaining of material included in, programmes in such services.

In carrying out its duties, Ofcom has regard to the need to secure that the application of these standards is in the manner that best guarantees an appropriate level of freedom of expression. Ofcom is also obliged to have regard, in all cases, to the principles under which regulatory activities should be transparent, accountable, proportionate and consistent and targeted only at cases in which action is needed.

In reaching its Decision, Ofcom carefully considered all the relevant material provided by both parties. This included a recording of the programme as broadcast and transcript of it, unedited footage of Mrs Hirschovits having her hair done before the

wedding (which was not included in the programme as broadcast, but submitted by Channel 4 with their response) and transcript of it, both parties' written submissions, and supporting material including email correspondence between the broadcaster/programme makers and the complainants, and copies of the contributor release forms signed by Mr and Mrs Hirschovits. Ofcom also took account of the representations made by Mr and Mrs Hirschovits in response to being given the opportunity to comment on Ofcom's Preliminary View on this complaint. After careful consideration of the complainants' representations, we concluded that the points raised did not materially affect the outcome of Ofcom's decision not to uphold the complaint. However, where appropriate, the complainants' representations are reflected in the decision below.

In Ofcom's view, the individual's right to privacy has to be balanced against the competing rights of the broadcasters to freedom of expression. Neither right as such has precedence over the other and where there is a conflict between the two, it is necessary to intensely focus on the comparative importance of the specific rights. Any justification for interfering with or restricting each right must be taken into account and any interference or restriction must be proportionate.

This is reflected in how Ofcom applies Rule 8.1 of the Code which states that any infringement of privacy in programmes, or in connection with obtaining material included in programmes, must be warranted.

Ofcom considered Mr Hirschovits' complaint that his and his wife's privacy was unwarrantably infringed in the programme as broadcast because they did not give their consent for footage of their wedding ceremony to be included in the programme.

Ofcom took into consideration Practice 8.6 of the Code, which states that if the broadcast of a programme would infringe the privacy of a person, consent should be obtained before the relevant material is broadcast unless the infringement of privacy is warranted.

Legitimate expectation of privacy

In assessing whether or not Mr and Mrs Hirschovits' privacy was unwarrantably infringed in the programme as broadcast, Ofcom first considered the extent to which Mr and Mrs Hirschovits had a legitimate expectation of privacy in relation to the material broadcast.
The Code's statement on the meaning of "legitimate expectation of privacy" makes clear that such an expectation:

> "…will vary according to the place and nature of the information, activity or condition in question, the extent to which it is in the public domain (if at all) and whether the individual concerned is already in the public eye. There may be circumstances where people can reasonably expect privacy even in a public place…".

In considering whether Mr and Mrs Hirschovits had a legitimate expectation of privacy with regards to the inclusion of footage of their wedding ceremony in the programme as broadcast, we considered the nature of the footage in question. We noted that footage of the wedding ceremony itself was limited to a short sequence which included:

- Mrs Hirschovits walking up the aisle;

- Mr and Mrs Hirschovits smiling and a voice which stated: *"I am very proud to pronounce on behalf of us all that you Adam, and you Katie are now officially husband and wife"*;

- Mr Hirschovits breaking a glass with his foot;

- Mr and Mrs Hirschovits smiling at each other and then hugging and greeting their guests; and,

- Mr and Mrs Hirschovits holding hands walking back down the aisle.

Ofcom considered that although wedding ceremonies could be considered a public event to a limited extent, in that they can be attended by a large number of guests (as appeared to be the case for the wedding of Mr and Mrs Hirschovits) and are a matter of public record, moments within the ceremony may attract an expectation of privacy as they may contain information that is private or personal to the individual. For example, expressions of religious faith or personal proclamations intended for a limited audience, such as marriage vows. Ofcom therefore went on to consider whether the material that was broadcast contained any such information.

Ofcom noted that the wedding ceremony of Mr and Mrs Hirschovits was held at a private venue and that Mr and Mrs Hirschovits were clearly identifiable during the ceremony in that their faces were unobscured and they were referred to by their first names. We also noted that during the ceremony, the voice of the wedding officiant was heard pronouncing that Mr and Mrs Hirschovits were now *"husband and wife".* However, Ofcom carefully considered all the footage shown of the wedding ceremony and although nothing particularly private or personal about Mr and Mrs Hirschovits was revealed during the ceremony, we did consider that the footage broadcast attracted a limited expectation of privacy due to the private moment of commitment it represented.

Therefore, taking all the factors above into account, Ofcom considered that Mr and Mrs Hirschovits had a limited expectation of privacy in relation to the inclusion of footage of their wedding ceremony in the programme as broadcast. We then went on to consider if Mr and Mrs Hirschovits' had consented for the footage to be included in the programme.

Consent

Ofcom acknowledged the disparity between the views of the parties regarding whether consent was given orally for the programme makers to film the ceremony itself for broadcasting. In its response to the complaint Channel 4 said that Mrs Hirschovits had been uncertain initially about whether she would grant the programme makers permission to film the ceremony and that the issue of consent for the broadcast of the footage of the ceremony was part of an ongoing negotiation between the programme makers and Mrs Hirschovits prior to the wedding day. However, the complainants argued that at the lunch with the programme makers on 23 June 2015, Mrs Hirschovits had refused permission for the ceremony to be filmed for inclusion in the programme; they said that there was no ambiguity about the fact that consent had not been given.

Ofcom noted that Channel 4 said that Mrs Hirschovits had given the programme makers a verbal agreement on the day of the wedding that they could "carry on" and film the wedding. However, this was disputed by Mr and Mrs Hirschovits and no

evidence to corroborate the programme makers' claim was provided to Ofcom by the broadcaster. We also took note that the complainants were aware that filming of their ceremony was taking place, however, we also took into account the complainants' assertion that they had agreed to the filming because they believed it was being carried out for their own "personal consumption", rather than for inclusion in the programme, and that in any case, even if they were aware at the time of being filmed during the ceremony, they were "quite distracted/occupied getting married".

Ofcom noted Mr and Mrs Hirschovits' representations that the comments made by Mrs Hirschovits' father on the day of the wedding should not be taken to mean that the complainants had given their consent to the programme makers for the ceremony to be broadcast. We confirm that we have not construed the statements of Mrs Hirschovits' father in this way or, in fact, given them any weight as part of our consideration of the issue of consent in this Decision (or in the Preliminary View).

Ofcom noted that there was an agreement from the programme makers that they would film some additional footage on the wedding day of Mr and Mrs Hirschovits' wedding after party and that this was provided to them. Ofcom took the view that this agreement had the potential to create a misunderstanding between the parties about what parts of the wedding day were to be filmed for broadcast and which parts were not, and, importantly, what elements of the footage were private and which were for the personal use of Mr and Mrs Hirschovits. However, Ofcom also noted that in the email of 30 June 2015 from Channel 4 to Mr and Mrs Hirschovits, it was made clear that Channel 4 would retain full editorial control of all the material.

Further, Ofcom noted that Mr and Mrs Hirschovits had been provided with contributor release forms, and that the description of the programme in the forms included the sentence:

> "Planning the 'big day' is a magical time and we aim to document this in an aspirational manner, from the reaction of the brides trying their dresses on for the first time to final preparations and the moment they **walk down the aisle**" [Ofcom's emphasis].

In our view, the inclusion of 'walk down the aisle' was indicative that the ceremony would be filmed and, potentially, included in any subsequent broadcast of the programme. We also noted that the release forms contained the wording that the complainants:

> "grant to us [Firecracker Films Ltd] all necessary consents to enable us to make the **fullest use of your contribution (whether in whole or in part)**" [Ofcom's emphasis].

We noted that the release forms were signed a number of days after the wedding ceremony had been filmed, which in our view indicated that Mr and Mrs Hirschovits had consented at this stage to the use of their contribution in full, i.e. all footage that had been taken of them and their wedding day. Further, we had regard to Channel 4's statement in which it said that the contributor release forms had been subject to negotiation between the parties (for example, it had been amended previously, at the request of the complainants, to reflect the substantial disturbance fee which was paid to the couple), but that the complainants had not requested for the release forms to specify that the filming of the ceremony was solely for Mr and Mrs Hirschovits' "personal consumption". Mr and Mrs Hirschovits refuted this argument in their representations to Ofcom, stating that on the basis that permission to film the ceremony for inclusion in the programme had been refused, they did not insist on

amending the release form, although they said that they did in fact attempt this. Mr and Mrs Hirschovits provided Ofcom with a copy of the release form in which they had added the wording:

> "We hereby undertake not to air the programme or publicise the programme (through any medium) in any form whatsoever (whether known or hereafter developed) without your prior written consent (which, once received, will constitute your consent to such programme being aired in such format/programme being publicised in such format without limitation)".

Mr and Mrs Hirschovits said that they were told that "…this could not be done on paper, but that in practice, this would be doable".

Channel 4 said that the complainants had sent this amended form to it on 25 June 2015, however, no amendment was made to the forms by Mr Hirschovits to stipulate that programme makers could not film the wedding ceremony for broadcast but only for the complainants' "personal consumption". Ofcom considered that if this had been an important consideration for the complainants at the time, Mr Hirschovits would have amended the release forms to reflect it.

In any case, we considered that this amended version of the consent form was superseded by the complainants later signing the consent form in its original format. We also considered, as above, that the programme makers' email to the complainants dated 30 June 2015 made it clear that editorial control remained with the broadcaster. The email stated: "…you would like it in writing that you are able to have anything you're not happy with removed from the edit…we cannot agree to this specific request because full editorial control rests with the broadcaster".

In addition, we also had regard to Channel 4's statement in which it said that Mr and Mrs Hirschovits did not object to the inclusion of the footage from the wedding ceremony during the course of the viewing of the programme and had only requested for their surnames not to be included in the programme. Ofcom took the view that if the complainants had not wanted footage from the wedding ceremony appearing at all in the programme, then it was reasonable to assume that they would have raised an objection during the viewing, rather than only requesting the small change of removing their surnames. Ofcom considered that the fact that neither complainant raised an objection to the inclusion of the footage of the wedding ceremony indicated that Mr and Mrs Hirschovits still consented for the inclusion of the footage at this time, i.e. 20 August 2015.

Contributor release/consent forms can be a useful means of obtaining evidence of a contributor's willingness to be filmed and for footage of them to be included in a programme. Where potential contributors are offered consent forms to sign, Ofcom considers it best practice that programme makers should make reasonable efforts to ensure that they collect signed forms from contributors promptly at the time of, or soon after, filming takes place or is completed.

Ofcom noted that Channel 4 requested that the forms be signed and returned on 6 July 2015, the day after Mr and Mrs Hirschovits' wedding ceremony. These were released to Channel 4 on 14 July 2015, after confirmation that the broadcaster had paid the disturbance fee to Mrs Hirschovits. We considered that in this case the broadcaster had followed best practice.

We noted that the complainants disagreed with Ofcom's assertion that the broadcaster had followed best practice in this regard, however, with regards to the

particular mistake referred to in the complainants' representations, this related to another individual and Ofcom's Decision is concerned with how Mr and Mrs Hirschovits were treated by the programme makers and not third parties. In any case, while consent forms can be a useful means of obtaining evidence of a contributor's willingness to be filmed and for footage of them to be included in a programme, they are not the only means of obtaining informed consent. In this case, for example, we noted that notices were displayed at the wedding venue explaining that filming was taking place and which included the same programme description as that in the consent form. We also noted that, in any event, footage of the individual in question was removed from the final broadcast version of the programme.

Based on the above information, Ofcom considered that Mr and Mrs Hirschovits had been provided with detailed information about the nature and purpose of the programme and their likely contribution to it. Also, it appeared to us that there was no suggestion that there were any significant changes to the programme as it developed which may have invalidated Mr and Mrs Hirschovits' consent to participate.

We had regard to the fact that, following a change to the name of the programme, objection to the inclusion of the footage was raised on 23 August 2015, which was three days after the viewing of the programme had taken place in an email from Mr Hirschovits to the broadcaster and it was at this point that Mr and Mrs Hirschovits attempted to withdraw their consent to broadcast the footage of the ceremony (just over one week before the programme was due to be broadcast).

Ofcom recognises that programme production would be difficult, and in some cases impossible, if any contributor was entitled to withdraw their consent to be included in the programme at any point between the recording of their contribution and the date of broadcast. Once an individual has given his or her consent to be filmed for inclusion in a programme and that footage has been recorded, that individual, normally, does not have any automatic right to compel the broadcaster not to include their contribution, or present it in any particular way. The broadcaster may edit and broadcast that contribution when and how it wishes, provided that the broadcast complies with the Code.

In this particular case, and for the reasons already given above, Ofcom considered that the complainants had been provided with sufficient information about the nature and purpose of the programme and had engaged fully in the programme making process. In particular, the broadcaster's freedom in terms of editorial control was made clear to Mr and Mrs Hirschovits both prior to the shooting of the wedding ceremony and in the contributor release forms which they signed after the ceremony (as was the fact that "Caroline Castigliano's Couture Brides" was a working title and as such, could change).

Where a contributor has indicated that they no longer wish to be included in a programme, either part way through the filming process or at the end, Ofcom may, where appropriate, take into consideration a significant change that has occurred in the contributor's personal life since filming commenced, which if they had known about prior to giving consent, they would not have given this consent. However, in this particular case, and for the reasons already given above, Ofcom considered no such change had occurred which would affect Mr and Mrs Hirschovits' consent.

Therefore, taking all the factors above into account, Ofcom considered that:

- Although nothing particularly private or sensitive about Mr and Mrs Hirschovits in itself was revealed during the wedding ceremony, we did consider the footage of

the wedding ceremony that was broadcast attracted a limited expectation of privacy due to the private moment of commitment it represented;

- Mr and Mrs Hirschovits signed the contributor release forms which envisaged the ceremony would be included in the programme and also made clear that they agreed that all footage, including from the wedding ceremony, could be used in the programme. Despite the fact that these forms had been negotiated between the parties prior to signing, the complainants had not requested for the release forms to specify that the filming of the ceremony was solely for their "personal consumption";

- Although the programme makers created an ambiguity in relation to the material which was shot by providing some additional material to Mr and Mrs Hirschovits, this was outweighed by the correspondence from Channel 4 of 30 June 2015 which made it clear that editorial control would rest with the broadcaster;

- Mr and Mrs Hirschovits did not object at the viewing on 20 August 2015 to the inclusion of the wedding ceremony, the fact they asked for minor amendments to the footage from the ceremony itself was indicative that they still consented to its broadcast at this stage; and,

- Mr and Mrs Hirschovits' late objection to the wedding ceremony being shown (just over one week before the programme was due to be broadcast) was motivated by a change in the working title of the programme, a possibility which was envisaged in the contributor release forms they had signed and which fell within the broadcaster's editorial rights. Such an objection was therefore unreasonable and the complainants were not entitled to withdraw their consent in these circumstances.

We acknowledged the complainants' representations on the Preliminary View that the ambiguity referred to above "…should be construed against the party seeking to rely on it (in this case Channel 4)", however, we considered that the ambiguity in question arose from the fact that the programme makers had agreed to film footage both for the programme and for the complainants' personal use and not from "inaccurate information" provided to Ofcom by Channel 4. As noted above the ambiguity was in any event outweighed by the correspondence from Channel 4 of 30 June 2015 which made it clear that editorial control would rest with the broadcaster.

Having reached the Decision that Mr and Mrs Hirschovits had consented to the broadcast of the footage of the wedding ceremony, Ofcom considered that it was not necessary to assess whether or not any infringement of Mr and Mrs Hirschovits' privacy in this respect was warranted.

Ofcom therefore considered that Mr and Mrs Hirschovits' privacy was not unwarrantably infringed in the programme as broadcast.

Ofcom has not upheld Mr and Mrs Hirschovits' complaint of unwarranted infringement of privacy in connection with material in the programme as broadcast.

Not Upheld

Complaint by Mr Jamie Jordan

Tyger Takes On…Am I Sexist?, BBC 3, 19 November 2015

Summary

Ofcom has not upheld Mr Jamie Jordan's complaint of unwarranted infringement of privacy.

This programme explored the attitudes of young people in relation to sexism towards women and included footage of a conversation between Mr Jordan and Mr Buchanan (the leader of *Justice for Men & Boys*[1]) as they stood on the pavement outside of the campus of Nottingham University. Mr Jordan's voice was heard undistorted and part of his body was shown, but his face was obscured.

Ofcom found that Mr Jordan did not have a legitimate expectation of privacy in connection with the obtaining and subsequent broadcast of footage of him in the programme as broadcast. Therefore, Ofcom considered that Mr Jordan's privacy was not unwarrantably infringed.

Programme summary

On 19 November 2015, BBC 3 broadcast the second programme in a two part series entitled *Tyger Takes On…Am I sexist?* in which the presenter, Mr Tyger Drew-Honey, discussed the attitudes of young adults towards sexism. The programme followed the presenter across the UK as he interviewed a number of people with varying views on the subject.

During the part of the programme in which the complainant appeared, the presenter was shown travelling to Nottingham on a train. He said:

> *"So far on my journey, I've heard only that it's men who are sexists, I've come to Nottingham today to hear from someone who thinks quite the opposite. Mike Buchanan believes it's a women's world run by feminists who hate men. He argues it's men and not women who've been getting a rough ride, and he's on a campaign trail for his political party called 'Justice for Men and Boys'".*

Footage of the presenter was then shown as he read an extract of Mr Buchanan's book, "Feminism: the Ugly Truth" to the camera:

> *"My theory is that many feminists are profoundly stupid as well as hateful, a theory that could be readily tested by arresting a number of them and forcing them, with the threat of denying them access to chocolate to undertake IQ tests"*.

The presenter then said to the camera: *"Don't sit on the fence this Mike, does he?"*

At this point, footage was shown of the presenter meeting Mr Buchanan on the pavement outside of the campus of Nottingham University. Mr Buchanan, and his supporters "Josh" and "Ray", were filmed as they distributed leaflets about Mr

[1] According to its website, Justice for Men and Boys (and the Women Who Love Them) is a British political party campaigning for the human rights of men and boys and advocates anti-feminism, https://j4mb.wordpress.com/.

Buchanan's political party, Justice for Men & Boys, to students and passers-by. Mr Buchanan explained that he was *"engaging with students on the subject of men's human rights and the abuses of them"*.

Footage was then shown of Mr Buchanan and Josh as they discussed their views with passers-by in the street. Some of the people they engaged with had their faces obscured. Others did not.

Later in the programme, footage of a woman holding up a sign with the words *"Sexists not welcome here"* was shown as the presenter explained:

> *"But today isn't the day that 'Justice for Men' and feminists will join forces, and it's not long before a group of angry students start arguing with Mike and Josh and making it quite clear that they are not welcome here".*

The programme then showed footage of another young woman challenging Mr Buchanan on his views on feminism. This was followed by footage of two other young women interacting with Josh and challenging his views.

Following this, footage of the complainant, Mr Jordan, was shown in which he was engaged in a heated discussion with Mr Buchanan. His face was obscured, however, his voice was not disguised. The following short exchange between Mr Jordan and Mr Buchanan was shown:

Mr Jordan: *"Women hating fascists.*

Mr Buchanan: *We're not.*

Mr Jordan: *Fuck off.*

Mr Buchanan: *We're nothing of the sort.*

Mr Jordan: *You should fuck off away from my uni*.

Mr Buchanan*:* *We're not going to"*.

Mr Jordan was pointing and wagging his finger at Mr Buchanan's face as he spoke to him. He then said:

> *"What do you think you've got to do in any place, bashing on women further than what they have over the centuries? You have no place, no place".*

Mr Buchanan, talking over Mr Jordan, said:

> *"Why is the male suicide rate, why is the male suicide rate…"* [Mr Buchanan was Interrupted by Mr Jordan before he could finish his sentence]

At this point in the programme, the presenter, standing a few metres away from a group of people talking to Mr Buchanan, explained to camera:

> *"Ok, so basically, it's all just gone a bit pear-shaped. People over there* [pointing behind him at a distance to Mr Jordan and a couple of other young people engaging with Mr Buchanan] *they're objecting to Justice for Men's message, er, they don't want to be filmed. Believe it or not, it's actually calmed down a bit.*

There was a lot more people there a minute ago and it was a bit uncomfortable, to be honest. So that's why I've kind of brought myself over here to the side".

The presenter then concluded the segment about Mr Buchanan. No more footage of Mr Jordan was included in the programme. He appeared in the programme for approximately 30 seconds. He was not named or otherwise identified in the programme.

Summary of the complaint and the broadcaster's response

a) Mr Jordan complained that his privacy was unwarrantably infringed in connection with the obtaining of footage of him included in the programme because he was not aware that his interaction Mr Buchanan was being filmed. Mr Jordan said that he only realised that he was being filmed when "a camera person ran from an obscured view and started filming".

In response, the BBC said that it believed that the making of the programme did not unwarrantably infringe Mr Jordan's privacy. It said that the crew - including the presenter, the camera Operator, the associate producer and the researcher - were filming openly in a public place and had made no effort whatsoever to conceal themselves from the public. The broadcaster said that the unedited footage (provided to Ofcom) showed that they were initially recording another interview directly in front of, and in full view, of Mr Jordan. The broadcaster said that while Mr Jordan was not immediately told why he was being filmed, he was filmed on a public road engaged in a very public debate, expressing his views in a forthright manner in full earshot of passers-by. The BBC said that it believed, therefore, that Mr Jordan would enjoy little or no expectation of privacy, even if the content of what he had said had been intrinsically private, which, the broadcaster said, it was not.

The BBC said that at no point during the recording of his exchange with Mr Buchanan did Mr Jordan ask not to be filmed. It said that the camera operator was within a few feet of and in front of him, filming openly. Another protester was immediately behind Mr Jordan, holding a sign, which he moved to ensure it remained in shot. Towards the end of the conversation, the broadcaster said that the programme makers addressed Mr Jordan directly off camera, and he responded to them.

The BBC said it believed there to be a public interest in programmes for young people who tackle difficult issues and capture the strong opinions aroused by topical matters, such as sexism. In this case, the broadcaster said that, capturing those opinions and objections that some young people hold to sexism and misogyny relied, in large part, on the ability of the camera operator to continue to film without interruption.

b) Mr Jordan also complained that his privacy was unwarrantably infringed in the programme as broadcast because footage of him was included without his consent. He said that he did not want footage of his interaction with Mr Buchanan to be broadcast "due to the nature" of this interaction. Mr Jordan said that he did not sign a release form authorising the programme makers to use the material of him.

In response, the BBC said that, on the day of filming, Mr Jordan did not sign a release form, but left his contact details so that the programme makers could explain the programme to him at a later date. The broadcaster said that Mr

Jordan did not return a subsequent telephone call. In recognition of the concerns Mr Jordan expressed in conversation with the programme makers, and as a courtesy to him, the programme-makers took the decision to obscure his face in the broadcast. It said that Mr Jordan was not named or otherwise identified in the programme.

The BBC said that it believed that an individual engaging in a public protest against a demonstrator in a public place would not normally have an expectation of privacy. It said that it did not therefore agree that Mr Jordan's privacy was unwarrantably infringed in the programme.

The BBC said that if Ofcom, nevertheless, took the view that Mr Jordan had an expectation of privacy in this case, it would argue that the blurring of his face greatly limited the extent to which Mr Jordan was identifiable to viewers, and that there was a strong public interest in the aspects of the debate about sexism explored in the programme and, which was in part, illustrated by the footage in question.

Ofcom's Preliminary View

Ofcom prepared a Preliminary View on this case that the complaint should not be upheld. Both parties were given the opportunity to make representations on the Preliminary View, but neither chose to do so.

Decision

Ofcom's statutory duties include the application, in the case of all television and radio services, of standards which provide adequate protection to members of the public and all other persons from unjust or unfair treatment and unwarranted infringement of privacy in, or in connection with the obtaining of material included in, programmes in such services.

In carrying out its duties, Ofcom has regard to the need to secure that the application of these standards is in the manner that best guarantees an appropriate level of freedom of expression. Ofcom is also obliged to have regard, in all cases, to the principles under which regulatory activities should be transparent, accountable, proportionate and consistent and targeted only at cases in which action is needed.

In reaching its decision, Ofcom carefully considered all the relevant material provided by both parties. This included a recording and transcript of the programme as broadcast, the unedited (and not broadcast) footage of the exchange that took place between the complainant and Mr Buchanan and his group, and both parties' written submissions and supporting material.

In Ofcom's view, the individual's right to privacy has to be balanced against the competing right of the broadcaster to freedom of expression. Neither right as such has precedence over the other and where there is a conflict between the two, it is necessary to intensely focus on the comparative importance of the specific rights. Any justification for interfering with or restricting each right must be taken into account and any interference or restriction must be proportionate. This is reflected in how Ofcom applies Rule 8.1 of the Code which states that any infringement of privacy in programmes, or in connection with obtaining material included in programmes must be warranted.

a) Ofcom first considered the complaint that Mr Jordan's privacy was unwarrantably infringed in connection with the obtaining of material of him included in the programme as broadcast because he was not aware that he was being filmed.

In assessing this head of the complaint, Ofcom had regard to Practice 8.5 of the Code which states that any infringement of privacy in the making of a programme should be with the person's and/or organisation's consent or be otherwise warranted. Ofcom also had regard to Practice 8.9 which states that the means of obtaining material must be proportionate in all the circumstances and in particular to the subject matter of the programme.

In considering whether or not Mr Jordan's privacy was unwarrantably infringed in connection with the obtaining of material of him included in the programme, Ofcom first assessed the extent to which Mr Jordan had a legitimate expectation of privacy in the particular circumstances in which the material included in the programme was obtained. The test applied by Ofcom as to whether a legitimate expectation of privacy arises is objective: it is fact sensitive and must always be assessed in light of the circumstances in which the individual finds him or herself (and what footage and information is subsequently broadcast). Ofcom therefore approaches each case on its facts.

We noted that Mr Jordan had been filmed on the pavement of a busy road outside of the campus of Nottingham University, as he interacted with Mr Buchanan. Ofcom recognised that there may be circumstances where an individual may have a legitimate expectation of privacy in relation to filming in a public place, when some activities or conditions may be of such private nature that filming or recording, even in a public place, could infringe the privacy of an individual. However, in this particular case, Ofcom noted that Mr Jordan was filmed challenging the ideas promoted by Mr Buchanan and his party, and considered that Mr Jordan's comments reflected his views on gender equality and sexism, topics that were not inherently private to him, but matters of public debate. In addition there was nothing in the content of what he had said, and which had been filmed, that could reasonably be considered as being particularly personal or sensitive in nature to him.

We noted that Mr Jordan said he was not aware his interaction with Mr Buchanan was being filmed and that he only realised when "a camera person ran from an obscured view and started filming". From watching the unedited footage however, it appeared to Ofcom that the camera crew had already been filming an interview some distance away and in full open view from where Mr Jordan and Mr Buchanan were standing. The crew then had moved to better capture the interaction between them. The shadow of a sound boom held by a member of the film crew could be seen on Mr Buchanan's jacket in the footage and the sound boom itself could also been seen being held towards Mr Jordan for a couple of seconds. In our view, it appeared from this footage that the recording equipment was not concealed or obscured in any way from Mr Jordan's view. We also noted from the unedited footage that Mr Jordan did not appear surprised when a member of the filming crew interrupted his exchange with Mr Buchanan and asked him to repeat one of the points he had just made. Even if Mr Jordan had been unaware that he was being filmed initially, we took the view that he would have soon become aware given the circumstances described above and that he chose to continue his exchange with Mr Buchanan in a public street, in full view and earshot of other passers-by.

Taking into consideration the nature of the filming (namely, for a documentary reporting on a controversial subject and interviewing people in the street about their views of the issue), that the filming occurred in a location to which members of the public had open access (a public street outside the Nottingham University campus), and that there was nothing inherently private about the activities in which Mr Jordan was engaging, nor about the content of what he had said, we considered that Mr Jordan did not have a legitimate expectation of privacy in connection with the obtaining of footage of him. It was not necessary, therefore, to assess whether the programme makers had secured his consent to obtain this material.

Ofcom therefore considered that Mr Jordan's privacy had not been unwarrantably infringed in connection with the obtaining of material of him.

b) Ofcom next considered the complaint that Mr Jordan's privacy was unwarrantably infringed in the programme as broadcast because footage of him was included without his consent.

In assessing this head of the complaint, Ofcom had regard to Practices 8.4 and 8.6 of the Code. Practice 8.4 states that broadcasters should ensure that actions filmed or recorded in, or broadcast from, a public place, are not so private that prior consent is required before broadcast from the individual concerned, unless broadcasting without their consent is warranted. Practice 8.6 states that, if the broadcast of a programme would infringe the privacy of a person, consent should be obtained before the relevant material is broadcast, unless the infringement of privacy is warranted.

Ofcom first assessed whether Mr Jordan had a legitimate expectation of privacy with regard to the broadcast of footage of him included in the programme. As set out in the "Programme summary" section above, footage of Mr Jordan having a conversation with Mr Buchanan was included in the programme.

As set out at head a), the test applied by Ofcom as to whether a legitimate expectation of privacy arises is objective: it is fact sensitive and must always be judged in light of the circumstances in which the individual concerned finds him or herself. Ofcom therefore approaches each case on its particular facts.

Ofcom carefully examined the footage of Mr Jordan which was included in the programme. Again, we noted that Mr Jordan was shown challenging Mr Buchanan on the pavement of a busy road outside the campus of Nottingham University. Ofcom acknowledged that Mr Jordan was not identified by name in the programme and that Mr Jordan's face was obscured and only his body was visible. However, we also noted that his voice was not distorted, his clothing and bicycle were visible and he referred to Nottingham University as being *"my uni"* in the broadcast. We took the view, therefore, that this information, when pieced together, rendered Mr Jordan identifiable to a limited number of individuals who knew him, as someone who either was a student or an employee at Nottingham University. We considered, however, that to the extent Mr Jordan was identifiable from the information given in the programme, it was only to a limited degree.

As noted at head a), Mr Jordan had been filmed openly in a public place, namely a public highway, and in full view and hearing of anyone present and as such could not be described as a private conversation. In this particular case, Ofcom noted that the excerpt of the footage of Mr Jordan's interaction with Mr Buchanan which was included in the programme as broadcast did not reveal any information

which could reasonably be considered to be of particularly sensitive of private nature to Mr Jordan.

Given these circumstances, Ofcom found that Mr Jordan did not have an expectation of privacy in the footage included of him in the programme as broadcast. Consequently, it was not necessary for Ofcom to go on to consider whether the programme-makers had secured Mr Jordan's consent to include this material in the programme, or to consider whether it was warranted to include the footage.

Ofcom concluded therefore that there was no infringement of Mr Jordan's privacy in the broadcast of footage of him in the programme.

Ofcom has not upheld Mr Jordan's complaint of unwarranted infringement of his privacy in connection with the obtaining of material included in the programme and in the programme as broadcast.

Not Upheld

Complaint by Dr Ijaz Rehman

Samaa Kay Mehmaan Eid Special, Samaa TV, 26 September 2015

Summary

Ofcom has not upheld this complaint of unjust or unfair treatment made by Dr Ijaz Rehman.

The programme was a documentary about the political and personal lives of Pakistani politician Mr Imran Khan and his (then) wife Mrs Reham Khan[1]. It included an interview with Mrs Khan during which she spoke about her life prior to marrying Mr Khan which included that she raised her children in a single parent household and *"for the safety and well-being of the kids, the British courts did not consider it appropriate to permit their meeting their biological father* [the complainant, Dr Rehman]. *The courts did not allow direct or indirect contact".*

Ofcom found that:

- The programme made serious allegations about Dr Rehman which had the potential to materially and adversely affect viewers' perceptions of him and that the broadcaster did not make clear what steps it had taken to ensure that the material facts had not been presented, omitted or disregarded in a way that was unfair to Dr Rehman.

- However, Ofcom was aware of a Court Order[2] which was in the public domain and stated that Dr Rehman *"*[h]*aving left* [the family home]…*shall not return to, enter or attempt to enter nor go within 100 metres thereof"*; *"is forbidden to use or threaten violence against the relevant children* [being Mr Rehman and Mrs Khan's children whose names were redacted]*"*; and *"is forbidden to intimidate, harass or pester the relevant children".* In Ofcom's view, the Court Order set out serious concerns about the behaviour and conduct of Dr Rehman which meant it was unlikely that viewers' perceptions of him would have been materially and adversely affected in a way that was unfair or that his reputation would have been altered in any significant way by the references made by Mrs Khan in the programme.

Programme summary

Samaa TV is a television service providing general entertainment and editorial programming, including some religious content.

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[1] On 30 October 2015, Mr and Mrs Khan announced that they had decided to divorce.

[2] On 7 December 2015, Ofcom published in its Broadcast Bulletin, Issue number 294 (http://stakeholders.ofcom.org.uk/binaries/enforcement/broadcast-bulletins/obb294/issue_294.pdf) an Adjudication that a complaint of unjust or unfair treatment and unwarranted infringement of privacy made by Dr Rehman about a programme broadcast by ARY News in 2015 should not be upheld. In response to the complaint, ARY News alerted Ofcom to the relevant Court Order (under the Family Law Act 1996) issued by Kingston-upon-Hull County Court on 30 January 2006.

A transcript in English (translated from the original Urdu) of the relevant parts of the programme broadcast on 26 September 2015 was prepared by an independent translation company for Ofcom. Both parties to the complaint confirmed that the translated transcript represented the content in the programme relevant to the complaint and that they were satisfied that Ofcom could rely on the translated transcript for the purpose of investigating the complaint.

On 26 September 2015, Samaa TV broadcast *Samaa Kay Mehmaan Eid Special with Imran and Reham*. The programme consisted of a one hour long documentary which was led by a presenter and focused on the political and personal lives of Mr and Mrs Khan. The presenter followed Mr and Mrs Khan as they went about their daily lives and interviewed them in informal settings, such as at home in their kitchen, about a variety of topics ranging from their relationship as newly-weds to Mr Khan's views on Pakistani politics. As a former cricketer and politician, Mr Khan is a well-known public figure in Pakistan, as well as being a recognisable figure in the UK. The programme provided viewers with an insight into his life with his new wife Mrs Khan. During the course of the programme Mrs Khan, who previously lived in the UK, spoke about her move to Pakistan and life prior to marrying Mr Khan.

Towards the end of the documentary, Mrs Khan was shown travelling in a car with the programme's presenter. Mrs Khan was asked about balancing her home life and her work commitments as a film producer. The interviewer asked Mrs Khan:

> *"You once said that you worked for the sake of your children and you had to do it; I think every working woman who is a single parent, has to go through it. And it is very difficult time and it seems difficult; I am a single parent as well and so I can understand. How difficult was it for you to raise children on your own? And do you allow your children to meet your ex-husband or do they not meet him and you solely looked after them?"*

Mrs Khan replied:

> *"You see, since I legally became single parent – though I was a single parent from the start* [drops the sentence]*. As regards their meeting* [i.e. between the children and their father, Dr Rehman]*, the circumstances were such that the British courts did not grant the permission. For the safety and well-being of the kids, the British courts did not consider it appropriate to permit their* [sic] *meeting their biological father. The courts did not allow direct or indirect contact. But it was not difficult for me to raise them as a single parent because, firstly, when I came out of a very difficult period, everything became very easy for me. Secondly, my children have been very supportive of me".*

Mrs Khan then briefly talked about her children, and how two of them attended university in the UK. The car journey ended and Mr and Mrs Khan were shown sitting outdoors at a table with the presenter and other guests. Mr Khan spoke about the music he enjoyed listening to and a clip of one of his favourite artists was shown, shortly after which the programme ended.

The complainant, Dr Rehman, was not named or identified in the programme.

Summary of the complaint and the broadcaster's response

Dr Rehman complained that he was treated unjustly or unfairly in the programme as broadcast because his ex-wife, Mrs Reham Khan, stated that Dr Rehman's children had been prohibited by "the court to have direct or indirect contact with their

biological father [Dr Rehman] for their safety". Dr Rehman said this was "absolutely false" and no court order has passed such a judgment. Dr Rehman said there was neither need nor necessity to mention contact issues with his children and this was done with the intention of attacking his integrity and good name.

By way of background, Dr Rehman said that the programme was broadcast on the Islamic festival of Eid and was viewed by millions of people around the world and that the allegation was "disgraceful" and "unjustifiable".

In response, Samaa TV said that fair treatment should be upheld in all fact-based programmes but that, in this, case these principles were not properly managed. Samaa TV added that the programme was recorded at short notice and, because the programme was broadcast from Mr and Mrs Khan's home, the programme makers were unable to brief the presenter via "talkback" (i.e. a microphone in the presenter's ear through which a producer can offer guidance or direction). It explained that the presenter was responsible for ensuring balance and fairness in the report, but that in this case, she did not achieve this. In particular, the broadcaster said that the presenter failed to counter the comments made by Mrs Khan. It stated that the presenter's failure to counter the comments made by Mrs Khan was a mistake and was not deliberate. It accepted that some comments within the interview implicated Dr Rehman. However, Samaa TV said that there was never an intention to malign Dr Rehman.

Ofcom's Preliminary View

Ofcom prepared a Preliminary View on this case that the complaint should not be upheld. Both parties were given the opportunity to make representations on the Preliminary View, but neither chose to do so.

Decision

Ofcom's statutory duties include the application, in the case of all television and radio services, of standards which provide adequate protection to members of the public and all other persons from unjust or unfair treatment and unwarranted infringement of privacy in, or in connection with the obtaining of material included in, programmes in such services.

In carrying out its duties, Ofcom has regard to the need to secure that the application of these standards is in the manner that best guarantees an appropriate level of freedom of expression. Ofcom is also obliged to have regard, in all cases, to the principles under which regulatory activities should be transparent, accountable, proportionate and consistent and targeted only at cases in which action is needed.

In reaching this Decision, Ofcom carefully considered all the relevant material provided by both parties. This included a recording and translated transcript of the programme as broadcast and, both parties' written submissions and supporting documentation.

When considering complaints of unfair treatment, Ofcom has regard to whether the broadcaster's actions ensured that the programme as broadcast avoided unjust or unfair treatment of individuals and organisations, as set out in Rule 7.1 of Ofcom's Broadcasting Code ("the Code"). Ofcom had regard to this Rule when reaching its Preliminary View on the complaint detailed below.

Ofcom considered the complaint that Dr Rehman was treated unjustly or unfairly in the programme as broadcast because his ex-wife, Mrs Reham Khan, stated that Dr Rehman's children had been prohibited by "the court to have direct or indirect contact with their biological father [Dr Rehman] for their safety". Dr Rehman said this was "absolutely false" and no court order has passed such a judgment. Dr Rehman said there was neither need nor necessity to mention contact issues with his children and this was done with the intention of attacking his integrity and good name.

In considering this complaint, Ofcom had regard to Practice 7.9 of the Code which states that, before broadcasting a factual programme, broadcasters should take reasonable care to satisfy themselves that material facts have not been presented, disregarded or omitted in a way that is unfair to the individual or organisation.

Whether a broadcaster has taken reasonable care to present material facts in a way that is not unfair to an individual or organisation will depend on all the particular facts and circumstances of the case including, for example, the seriousness of any allegations and the context within which they are made.

Ofcom noted that the issue of contact between Mrs Khan's children and their father was raised by the presenter who asked Mrs Khan *"…do you allow your children to meet your ex-husband or do they not meet him and you solely looked after them".* Mrs Khan responded to this by stating that:

> *"…the circumstances were such that the British courts did not grant the permission. For the safety and well-being of the kids, the British courts did not consider it appropriate to permit their meeting their biological father. The courts did not allow direct or indirect contact".*

Ofcom considered that, although he was not named, viewers would have been clear that as Mrs Khan's ex-husband and the father of her children it was Dr Rehman who was being referred to during this exchange.

Therefore, in light of the statement made in the programme by Mrs Khan, we considered that it was likely a reasonable viewer would have understood the claim being made in the programme was that Dr Rehman had been prevented from seeing his children by a British Court, where the Court had considered that Dr Rehman posed a sufficient threat to the safety and well-being of his children that it had needed to intervene. Ofcom considered this was a serious allegation and clearly had the potential to materially and adversely affect viewers' opinions of Dr Rehman. As such, the broadcaster should have taken reasonable steps to satisfy itself that the material facts had not been presented, disregarded or omitted in a way that was unfair to him.

We took into account the broadcaster's response to Dr Rehman's complaint in which they explained their reasons for broadcasting Mrs Khan's claims. On the basis of those representations and taking into account that it appeared the programme had been pre-recorded, it did not appear to Ofcom that, prior to the broadcast of the programme, the broadcaster had taken steps to satisfy itself whether or not material facts had been presented, disregarded or omitted in a way that was unfair to Dr Rehman, for example, considering whether or not the comments made by Mrs Khan were accurate or whether or not it would be appropriate to include those comments about him and his relationship with his children. Given this, we considered that the broadcaster had not followed the requirements as set out in Practice 7.9. However, as set out in the Foreword to Section 7 of the Broadcasting Code, a failure to follow Practice 7.9 will only constitute a breach of Rule 7.1 where it results in unfairness to

an individual or organisation in the programme as broadcast. Ofcom, therefore, went on to consider whether the allegations made about Dr Rehman in the programme resulted in unfairness to him.

During the course of investigating a previous complaint made by Dr Rehman regarding another broadcaster[3], Ofcom was made aware of a Court Order (under the Family Law Act 1996) issued by Kingston-upon-Hull County Court on 30 January 2006.

The Court Order stated that Dr Rehman *"*[h]*aving left* [the family home]…*shall not return to, enter or attempt to enter nor go within 100 metres thereof"; "is forbidden to use or threaten violence against the relevant children* [being Mr Rehman and Mrs Khan's children whose names were redacted]*"*; and *"is forbidden to intimidate, harass or pester the relevant children".* We also noted that the Court Order gave the police the power to arrest Dr Rehman without a warrant (for a specified period of time) if, during that period, they had reasonable cause for suspecting that he had breached any of these requirements. The Court Order included the following words:

> "The Court is satisfied that the respondent [described as Mr Ijaz Ur Rehman] has used or threatened violence against the applicant [described as Mrs Reham Rehman] and the following children [the names of the children were redacted] and that there is a risk of significant harm to the applicant and the above children attributable to the conduct of the respondent if the power of arrest is not attached immediately".

Ofcom carefully considered the wording of the Court Order and noted that it did not specifically state that the Court had prohibited Dr Rehman from having any direct or indirect contact with his children. However, as set out above, it seems clear to Ofcom that the Court considered Dr Rehman's conduct towards his children to be such that they required the Court's protection, including the power to have Dr Rehman arrested in circumstances where he either attempted to enter the family house, used violence or threatened to use violence against his children, or intimidated, harassed or pestered his children. On the basis of this Court Order, it appeared to Ofcom that the Court placed express limits on the extent to which Dr Rehman was able to engage with his children. We therefore considered that the specific claim that Dr Rehman was prevented from having contact with his children was unlikely to have materially and adversely affected viewers' perceptions of him in a way that was unfair or which altered his reputation in any significant way.

Taking all the above factors into account, it was Ofcom's view that the inclusion of the claim relating to contact with his children was not presented, disregarded or omitted in a way that resulted in unfairness to Dr Rehman.

Ofcom has not upheld Dr Rehman's complaint of unjust or unfair treatment in the programme as broadcast.

[3] See footnote 2.

Investigations Not in Breach

Here are alphabetical lists of investigations that Ofcom has completed between 14 March and 3 April 2016 and decided that the broadcaster or service provider did not breach Ofcom's codes, rules, licence conditions or other regulatory requirements.

Investigations conducted under the Procedures for investigating breaches of content standards for television and radio

Programme	Broadcaster	Transmission date	Categories
Våra Pinsamma Kroppar (Embarrassing Bodies)	Kanal 11	08/02/2016	Generally Accepted Standards
Våra Pinsamma Kroppar (Embarrassing Bodies)	Kanal 11	11/02/2016	Generally Accepted Standards

For more information about how Ofcom conducts investigations about content standards on television and radio programmes, go to:
http://stakeholders.ofcom.org.uk/broadcasting/procedures/standards/

Complaints assessed, not investigated

Here are alphabetical lists of complaints that, after careful assessment, Ofcom has decided not to pursue between 14 March and 3 April 2016 because they did not raise issues warranting investigation.

Complaints assessed under the Procedures for investigating breaches of content standards for television and radio

For more information about how Ofcom assesses complaints about content standards on television and radio programmes, go to:
http://stakeholders.ofcom.org.uk/broadcasting/procedures/standards/

Programme	Broadcaster	Transmission Date	Categories	Number of complaints
James Cusack	105 Capital FM Yorkshire	13/03/2016	Gender discrimination/offence	1
Sex Box (trailer)	4Seven	26/03/2016	Sexual material	1
The Great British Benefits Handout	5*	26/02/2016	Generally accepted standards	1
The Shannara Chronicles	5*	12/03/2016	Violence and dangerous behaviour	1
Law and Order SVU (trailer)	5USA	19/03/2016	Sexual material	1
NCIS	5USA	08/03/2016	Advertising minutage	1
Tanked	Animal Planet	19/03/2016	Offensive language	1
Programming	Babestation X	15/03/2016	Outside of remit	1
BBC News	BBC 1	17/03/2016	Generally accepted standards	1
BBC News	BBC 1	22/03/2016	Generally accepted standards	1
BBC News	BBC 1	24/03/2016	Race discrimination/offence	2
BBC News	BBC 1	25/03/2016	Generally accepted standards	1
BBC News at One	BBC 1	22/03/2016	Generally accepted standards	1
BBC News at Six	BBC 1	14/03/2016	Generally accepted standards	1
BBC News at Six	BBC 1	17/03/2016	Generally accepted standards	1
BBC News at Six	BBC 1	21/03/2016	Violence and dangerous behaviour	1
BBC News at Ten	BBC 1	23/03/2016	Generally accepted standards	1
BBC Radio promotion ("Turn It Up")	BBC 1	24/03/2016	Race discrimination/offence	1
Behind Closed Doors	BBC 1	14/03/2016	Outside of remit	1
Breakfast	BBC 1	23/03/2016	Generally accepted standards	1
Breakfast	BBC 1	24/03/2016	Television Access Services	1
EastEnders	BBC 1	23/02/2016	Generally accepted standards	1

Programme	Broadcaster	Transmission Date	Categories	Number of complaints
EastEnders	BBC 1	14/03/2016	Sexual material	1
Happy Valley	BBC 1	15/03/2016	Generally accepted standards	1
Match of the Day Live	BBC 1	11/03/2016	Gender discrimination/offence	1
Match of the Day Live	BBC 1	12/03/2016	Due impartiality/bias	2
Question Time	BBC 1	10/03/2016	Due impartiality/bias	1
Six Nations Rugby Union	BBC 1	13/03/2016	Generally accepted standards	1
Sport Relief 2016	BBC 1	18/03/2016	Generally accepted standards	1
Sport Relief 2016	BBC 1	18/03/2016	Offensive language	2
Sport Relief 2016	BBC 1	18/03/2016	Race discrimination/offence	4
Sport Relief 2016	BBC 1	18/03/2016	Scheduling	1
Sport Relief 2016	BBC 1	19/03/2016	Generally accepted standards	1
The Boat Race	BBC 1	27/03/2016	Gender discrimination/offence	2
The Night Manager	BBC 1	13/03/2016	Sexual material	1
The One Show	BBC 1	14/03/2016	Scheduling	1
The One Show	BBC 1	24/03/2016	Disability discrimination/offence	1
The Voice UK	BBC 1	12/03/2016	Outside of remit	1
The Voice UK	BBC 1	12/03/2016	Race discrimination/offence	1
Eastenders/Coronation Street	BBC 1/ ITV	Various	Scheduling	1
A Place to Call Home	BBC 2	10/03/2016	Sexual material	2
Bake Off Crème de la Crème	BBC 2	29/03/2016	Offensive language	1
Land of Hope and Glory - British Country Life	BBC 2	13/03/2016	Generally accepted standards	1
Line of Duty	BBC 2	31/03/2016	Crime	1
This Farming Life	BBC 2	16/03/2016	Offensive language	1
BBC Radio promotion ("Turn It Up")	BBC 4	23/03/2016	Generally accepted standards	1
BBC News	BBC News Channel	21/02/2016	Flashing images/risk to viewers who have PSE	1
BBC News	BBC News Channel	10/03/2016	Generally accepted standards	1
BBC News	BBC News Channel	22/03/2016	Generally accepted standards	1
BBC News at Six	BBC News Channel	14/03/2016	Generally accepted standards	1
The Papers	BBC News Channel	27/03/2016	Race discrimination/offence	1
The Radio 1 Breakfast Show with Nick Grimshaw	BBC Radio 1	18/03/2016	Offensive language	1

Programme	Broadcaster	Transmission Date	Categories	Number of complaints
BBC News	BBC Radio 2	18/03/2016	Generally accepted standards	1
Jeremy Vine	BBC Radio 2	09/03/2016	Generally accepted standards	1
The Chris Evans Breakfast Show	BBC Radio 2	09/02/2016	Generally accepted standards	1
BBC Radio promotion ("Turn It Up")	BBC Radio 4	23/03/2016	Violence and dangerous behaviour	1
From Fact to Fiction	BBC Radio 4	28/02/2016	Generally accepted standards	1
Out of the Ordinary	BBC Radio 4	09/03/2016	Gender discrimination/offence	1
PM	BBC Radio 4	03/03/2016	Scheduling	1
The Archers	BBC Radio 4	16/03/2016	Generally accepted standards	1
Today	BBC Radio 4	17/03/2016	Generally accepted standards	1
What the Papers Say	BBC Radio 4	20/03/2016	Race discrimination/offence	1
Kaye Adams	BBC Radio Scotland	Unknown	Outside of remit	1
Sponsorship of travel news	BRFM	24/03/2016	Commercial communications on radio	1
Rugby Tonight Live	BT Sport 2	15/02/2016	Sexual orientation discrimination/offence	2
UFC	BT Sport 2	05/03/2016	Outside of remit	1
Toni Phillips	Capital Xtra	20/03/2016	Crime	1
Bing	CBeebies	23/03/2016	Outside of remit	1
CBeebies	CBeebies	18/03/2016	Under 18s in programmes	1
Twirlywoos	CBeebies	18/03/2016	Violence and dangerous behaviour	1
Strike It Rich	Challenge	18/03/2016	Outside of remit	1
Bernard Matthews' sponsorship of The Simpsons	Channel 4	04/03/2016	Sponsorship credits	3
Bernard Matthews' sponsorship of The Simpsons	Channel 4	10/03/2016	Sponsorship	1
Bernard Matthews' sponsorship of The Simpsons	Channel 4	16/03/2016	Sponsorship credits	1
Bernard Matthews' sponsorship of The Simpsons	Channel 4	30/03/2016	Sponsorship credits	1
Bernard Matthews' sponsorship of The Simpsons	Channel 4	Various	Sponsorship credits	1
Channel 4 News	Channel 4	29/02/2016	Due impartiality/bias	2
Channel 4 News	Channel 4	14/03/2016	Due impartiality/bias	1
Channel 4 News	Channel 4	22/03/2016	Generally accepted standards	1

Programme	Broadcaster	Transmission Date	Categories	Number of complaints
Channel 4 News	Channel 4	29/03/2016	Generally accepted standards	9
Channel 4 News	Channel 4	30/03/2016	Violence and dangerous behaviour	6
Crufts 2016	Channel 4	11/03/2016	Materially misleading	1
Crufts 2016	Channel 4	12/03/2016	Materially misleading	1
Crufts 2016	Channel 4	13/03/2016	Animal welfare	4
Crufts 2016	Channel 4	13/03/2016	Materially misleading	1
Crufts 2016	Channel 4	13/03/2016	Violence and dangerous behaviour	1
Eukanuba's sponsorship of The Supervet	Channel 4	23/03/2016	Sponsorship credits	1
First Dates (trailer)	Channel 4	13/03/2016	Scheduling	1
Gogglebox	Channel 4	19/02/2016	Generally accepted standards	1
Gogglebox	Channel 4	18/03/2016	Offensive language	1
Gogglebox	Channel 4	25/03/2016	Generally accepted standards	2
Hollyoaks	Channel 4	10/03/2016	Offensive language	1
Hollyoaks	Channel 4	18/03/2016	Generally accepted standards	1
Indian Summers	Channel 4	13/03/2016	Religious/Beliefs discrimination/offence	1
Obsessive Compulsive Cleaners	Channel 4	15/03/2016	Offensive language	1
Obsessive Compulsive Cleaners	Channel 4	29/03/2016	Disability discrimination/offence	1
The Island with Bear Grylls	Channel 4	28/03/2016	Offensive language	6
The Island with Bear Grylls	Channel 4	29/03/2016	Sexual material	1
The Island with Bear Grylls	Channel 4	30/03/2016	Offensive language	1
The Last Leg	Channel 4	26/02/2016	Due impartiality/bias	1
The Last Leg	Channel 4	18/03/2016	Due impartiality/bias	1
Benefits by the Sea: Jaywick	Channel 5	15/03/2016	Crime	1
Budgies Make You Laugh Out Loud	Channel 5	13/03/2016	Animal welfare	5
Can't Pay? We'll Take it Away!	Channel 5	01/10/2015	Offensive language	1
Can't Pay? We'll Take it Away!	Channel 5	18/03/2016	Generally accepted standards	1
Can't Pay? We'll Take it Away!	Channel 5	23/03/2016	Generally accepted standards	1
Hitman's sponsorship of The X Files	Channel 5	22/02/2016	Sponsorship credits	1
Kitten Impossible	Channel 5	11/03/2016	Animal welfare	2
Live Championship Boxing	Channel 5	27/03/2016	Generally accepted standards	1
Now That's Funny!	Channel 5	13/03/2016	Disability discrimination/offence	1

Programme	Broadcaster	Transmission Date	Categories	Number of complaints
Penn and Teller: Fool Us in Vegas	Channel 5	13/03/2016	Offensive language	1
The Best of Bad TV	Channel 5	22/03/2016	Generally accepted standards	4
The Great British Benefits Handout	Channel 5	07/03/2016	Generally accepted standards	2
The Wright Stuff	Channel 5	10/03/2016	Generally accepted standards	2
The Wright Stuff	Channel 5	10/03/2016	Offensive language	1
The Wright Stuff	Channel 5	15/03/2016	Generally accepted standards	1
The Wright Stuff	Channel 5	18/03/2016	Generally accepted standards	1
The X Files	Channel 5	08/02/2016	Disability discrimination/offence	3
The X Files	Channel 5	07/03/2016	Religious/Beliefs discrimination/offence	2
Mr Bean	CITV	06/03/2016	Offensive language	1
Scrambled	CITV	27/02/2016	Offensive language	1
Super Scoreboard	Clyde 1	07/03/2016	Due accuracy	1
Super Scoreboard	Clyde 1	10/03/2016	Due impartiality/bias	1
Dangerman: The Incredible Mr Goodwin	Dave	12/03/2016	Animal welfare	1
QI	Dave	29/03/2016	Offensive language	1
Soapbox Race	Dave	27/03/2016	Offensive language	1
Top Gear	Dave	23/03/2016	Generally accepted standards	1
Desi Radio	Desi Radio	23/01/2016	Gender discrimination/offence	1
Citroen Van's sponsorship of documentaries on Discovery	Discovery	10/03/2016	Sponsorship credits	1
Inspector George Gently	Drama	22/03/2016	Generally accepted standards	1
UK Trading Investments advertisement	Drama	20/02/2016	Political advertising	1
Viking River Cruises' sponsorship	Drama	09/02/2016	Sponsorship credits	1
Channel ident	E4	05/03/2016	Generally accepted standards	1
Tattoo Fixers	E4	28/03/2016	Generally accepted standards	1
HM Government advertisement for The National Living Wage	Film4	26/03/2016	Political advertising	1
Honda's sponsorship of films on 4	Film4	22/03/2016	Sponsorship credits	1
The Three Musketeers	Film4	13/03/2016	Advertising minutage	1
Channel 5	Five	Various	Television Access Services	1
The Walking Dead	Fox	07/03/2016	Outside of remit	1
Fox News Sunday	Fox News	22/11/2015	Due accuracy	1

Programme	Broadcaster	Transmission Date	Categories	Number of complaints
Fox News Sunday	Fox News	03/01/2016	Due accuracy	1
Hannity	Fox News	19/10/2015	Due accuracy	1
Easter programming (trailer)	Gold	05/03/2016	Animal welfare	2
Simon Morykin	Hallam FM	10/03/2016	Generally accepted standards	1
News	Heart (Exeter)	14/03/2016	Generally accepted standards	1
Heart Breakfast	Heart FM	16/03/2016	Generally accepted standards	1
Born to Kill (trailer)	Home	25/03/2016	Scheduling	1
Iman Ke Mehman	Iman FM	09/03/2016	Due impartiality/bias	1
Wednesday Night Sessions	Irvine Beat FM 107.2	16/03/2016	Offensive language	1
Ant and Dec's Saturday Night Takeaway	ITV	27/02/2016	Generally accepted standards	1
Ant and Dec's Saturday Night Takeaway	ITV	05/03/2016	Animal welfare	2
Ant and Dec's Saturday Night Takeaway	ITV	05/03/2016	Generally accepted standards	1
Ant and Dec's Saturday Night Takeaway	ITV	12/03/2016	Outside of remit	4
Ant and Dec's Saturday Night Takeaway	ITV	12/03/2016	Sexual material	1
Ant and Dec's Saturday Night Takeaway	ITV	12/03/2016	Violence and dangerous behaviour	3
Ant and Dec's Saturday Night Takeaway	ITV	19/03/2016	Outside of remit	1
Ant and Dec's Saturday Night Takeaway	ITV	26/03/2016	Disability discrimination/offence	1
Ant and Dec's Saturday Night Takeaway	ITV	26/03/2016	Gender discrimination/offence	3
Ant and Dec's Saturday Night Takeaway	ITV	26/03/2016	Offensive language	6
Ant and Dec's Saturday Night Takeaway	ITV	26/03/2016	Race discrimination/offence	4
Bear Grylls: Mission Survive	ITV	16/03/2016	Animal welfare	1
Bear Grylls: Mission Survive	ITV	31/03/2016	Generally accepted standards	2
Big Star's Little Star	ITV	27/03/2016	Generally accepted standards	1
Coronation Street	ITV	11/03/2016	Generally accepted standards	1

Programme	Broadcaster	Transmission Date	Categories	Number of complaints
Coronation Street	ITV	18/03/2016	Religious/Beliefs discrimination/offence	1
Coronation Street	ITV	21/03/2016	Outside of remit	1
Coronation Street	ITV	21/03/2016	Religious/Beliefs discrimination/offence	1
Coronation Street	ITV	25/03/2016	Sexual material	1
Coronation Street	ITV	30/03/2016	Drugs, smoking, solvents or alcohol	4
Davina McCall: Life at the Extreme	ITV	14/03/2016	Religious/Beliefs discrimination/offence	1
Davina McCall: Life at the Extreme	ITV	18/03/2016	Religious/Beliefs discrimination/offence	1
Dickinson's Real Deal	ITV	28/03/2016	Crime	3
Emmerdale	ITV	10/03/2016	Generally accepted standards	1
Emmerdale	ITV	17/03/2016	Generally accepted standards	1
Emmerdale	ITV	17/03/2016	Offensive language	1
Emmerdale	ITV	21/03/2016	Generally accepted standards	1
Emmerdale	ITV	21/03/2016	Materially misleading	2
Emmerdale	ITV	28/03/2016	Disability discrimination/offence	1
Emmerdale	ITV	30/03/2016	Generally accepted standards	1
Emmerdale	ITV	30/03/2016	Nudity	7
Good Morning Britain	ITV	23/02/2016	Due impartiality/bias	1
Good Morning Britain	ITV	14/03/2016	Religious/Beliefs discrimination/offence	70
Good Morning Britain	ITV	15/03/2016	Due impartiality/bias	1
Good Morning Britain	ITV	17/03/2016	Materially misleading	3
Good Morning Britain	ITV	18/03/2016	Generally accepted standards	2
Good Morning Britain	ITV	22/03/2016	Generally accepted standards	3
Good Morning Britain	ITV	22/03/2016	Offensive language	1
Good Morning Britain	ITV	22/03/2016	Outside of remit	1
Good Morning Britain	ITV	29/03/2016	Gender discrimination/offence	1
Houdini and Doyle	ITV	13/03/2016	Outside of remit	1
International Football	ITV	26/03/2016	Offensive language	1
International Football	ITV	26/03/2016	Outside of remit	1
It's Not Rocket Science	ITV	22/03/2016	Materially misleading	1
It's Not Rocket Science	ITV	22/03/2016	Offensive language	1
ITV Evening News	ITV	10/03/2016	Due impartiality/bias	1
ITV Evening News	ITV	15/03/2016	Violence and dangerous behaviour	1
ITV Evening News	ITV	18/03/2016	Generally accepted standards	2
ITV Lunchtime News	ITV	24/03/2016	Due impartiality/bias	1

Programme	Broadcaster	Transmission Date	Categories	Number of complaints
ITV News (trailer)	ITV	01/03/2016	Materially misleading	1
ITV News at Ten and Weather	ITV	11/03/2016	Due impartiality/bias	1
ITV News at Ten and Weather	ITV	23/03/2016	Generally accepted standards	1
ITV News at Ten and Weather	ITV	24/03/2016	Generally accepted standards	1
Jeremy Kyle's Emergency Room	ITV	14/03/2016	Crime	1
Jeremy Kyle's Emergency Room	ITV	14/03/2016	Nudity	4
Jeremy Kyle's Emergency Room	ITV	16/03/2016	Materially misleading	1
Jeremy Kyle's Emergency Room	ITV	17/03/2016	Generally accepted standards	1
Loose Women	ITV	23/02/2016	Generally accepted standards	1
Loose Women	ITV	24/03/2016	Offensive language	1
Loose Women	ITV	25/03/2016	Outside of remit	1
McCain's sponsorship of Emmerdale	ITV	Various	Sponsorship credits	1
Saudi Arabia Uncovered - Exposure	ITV	22/03/2016	Due impartiality/bias	1
Scrambled!	ITV	12/03/2016	Violence and dangerous behaviour	1
Speeding Wars	ITV	15/03/2016	Gender discrimination/offence	2
Speeding Wars	ITV	22/03/2016	Materially misleading	1
Speeding Wars	ITV	22/03/2016	Violence and dangerous behaviour	1
Suzuki's sponsorship of Ant and Dec's Saturday Night Takeaway	ITV	05/03/2016	Sponsorship credits	1
Suzuki's sponsorship of Ant and Dec's Saturday Night Takeaway	ITV	12/03/2016	Sponsorship credits	2
Suzuki's sponsorship of Ant and Dec's Saturday Night Takeaway	ITV	19/03/2016	Sponsorship credits	1
The Chancellor's Budget: An ITV News Special	ITV	16/03/2016	Due impartiality/bias	1
The Inspectors are Coming	ITV	15/03/2016	Violence and dangerous behaviour	1
The Inspectors are Coming	ITV	22/03/2016	Generally accepted standards	1
The Jeremy Kyle Show	ITV	18/03/2016	Sexual material	2
The Jeremy Kyle Show	ITV	23/03/2016	Offensive language	1
The Jeremy Kyle Show	ITV	31/03/2016	Generally accepted standards	1

Programme	Broadcaster	Transmission Date	Categories	Number of complaints
The Jonathan Ross Show	ITV	05/03/2016	Violence and dangerous behaviour	1
The Jonathan Ross Show	ITV	12/03/2016	Offensive language	1
This Morning	ITV	15/03/2016	Materially misleading	7
This Morning	ITV	16/03/2016	Outside of remit	1
This Morning	ITV	23/03/2016	Generally accepted standards	1
This Morning	ITV	24/03/2016	Generally accepted standards	2
Tipping Point	ITV	15/03/2016	Materially misleading	1
Toyota's sponsorship of ITV Movies	ITV	13/03/2016	Sponsorship credits	1
ITV News London	ITV London	14/03/2016	Due impartiality/bias	1
@Elevenish	ITV2	17/03/2016	Generally accepted standards	1
@Elevenish	ITV2	24/03/2016	Generally accepted standards	1
118118.com's sponsorship of movies on ITV	ITV2	27/03/2016	Sponsorship credits	1
Celebrity Juice	ITV2	31/03/2016	Offensive language	1
Celebrity Juice Live	ITV2	17/03/2016	Sexual material	2
Celebrity Juice Live	ITV2	19/03/2016	Disability discrimination/offence	1
Celebrity Juice Live	ITV2	19/03/2016	Sexual material	2
Take Me Out	ITV2	15/03/2016	Materially misleading	1
The Jeremy Kyle Show	ITV2	16/03/2016	Transgender discrimination/offence	1
The Jeremy Kyle Show	ITV2	29/03/2016	Generally accepted standards	2
Warner Leisure Hotels' sponsorship	ITV3	Various	Sponsorship credits	2
Warner Leisure Hotels' sponsorship of Heartbeat	ITV3	11/03/2016	Age discrimination/offence	1
Fray Bentos' sponsorship of Snooker	ITV4	06/03/2016	Sponsorship credits	1
Fray Bentos' sponsorship of Snooker	ITV4	08/03/2016	Sponsorship credits	1
Fray Bentos' sponsorship of Snooker	ITV4	09/03/2016	Sponsorship credits	1
Fray Bentos' sponsorship of Snooker	ITV4	13/03/2016	Sponsorship credits	1
The Sweeney	ITV4	24/03/2016	Offensive language	1
Universal Soldier: Day of Reckoning	ITV4	16/02/2016	Violence and dangerous behaviour	1
World Superbike Highlights	ITV4	16/03/2016	Outside of remit	1

Programme	Broadcaster	Transmission Date	Categories	Number of complaints
The Only Way is Essex	ITVBe	09/03/2016	Generally accepted standards	11
The Only Way is Essex	ITVBe	27/03/2016	Offensive language	1
Steve Allen	LBC 97.3 FM	14/03/2016	Generally accepted standards	1
Nick Ferrari	LBC 97.3FM	10/03/2016	Generally accepted standards	1
Nick Ferrari	LBC 97.3FM	16/03/2016	Religious/Beliefs discrimination/offence	1
Steve Allen	LBC 97.3FM	17/02/2016	Race discrimination/offence	1
Nubian Times	Legacy 90.1 FM	01/03/2016	Race discrimination/offence	2
Britain's Next Top Model	Lifetime	04/03/2016	Generally accepted standards	1
Britain's Next Top Model	Lifetime	08/03/2016	Generally accepted standards	1
Stage	Manoto TV	11/03/2016	Voting	6
Crufts 2016	More4	10/03/2016	Materially misleading	1
Short Circuit 2	Moviemix	19/03/2016	Offensive language	1
Game Shakers	Nickleodeon	13/03/2016	Drugs, smoking, solvents or alcohol	1
The Sam & Amy Breakfast Show	Notts TV	14/03/2016	Drugs, smoking, solvents or alcohol	1
Radio cafe with John McLaughlin	Q102.9	07/03/2016	Generally accepted standards	1
Radio Aire Breakfast with Stu	Radio Aire	11/03/2016	Gender discrimination/offence	1
Outspoken	Radio Verulam	01/03/2016	Generally accepted standards	1
Johhny Vaughan	Radio X	24/02/2016	Due impartiality/bias	1
Retro 90s Radio	Retro 90s Radio	03/03/2016	Offensive language	1
Adam Johnson: Downfall of a Football Star	Sky News	02/03/2016	Generally accepted standards	3
Murnaghan	Sky News	28/02/2016	Due impartiality/bias	1
Sky News	Sky News	29/02/2016	Due impartiality/bias	1
Sky News	Sky News	02/03/2016	Due impartiality/bias	1
Sky News	Sky News	14/03/2016	Due impartiality/bias	1
Sky News with Anna Jones	Sky News	27/02/2016	Due impartiality/bias	1
Sky News with Anna Jones	Sky News	18/03/2016	Due impartiality/bias	1
Sky News with Colin Brazier	Sky News	02/03/2016	Due impartiality/bias	1
Sky News with Dermot Murnaghan	Sky News	30/03/2016	Generally accepted standards	1
Sky News with Kay Burley	Sky News	08/03/2016	Generally accepted standards	1
Sky News with Kay Burley	Sky News	22/03/2016	Generally accepted standards	1
Sky World News	Sky News	24/03/2016	Crime	1

Programme	Broadcaster	Transmission Date	Categories	Number of complaints
Sky World Review and Business Report	Sky News	16/03/2016	Outside of remit	1
Sunrise	Sky News	11/03/2016	Due accuracy	1
Goals on Sunday	Sky Sports 1	06/03/2016	Generally accepted standards	1
Live World Golf Championship	Sky Sports 4	06/03/2016	Due impartiality/bias	1
A League of Their Own	Sky1	29/02/2016	Disability discrimination/offence	1
Danny Dyer's Deadliest Men	Sky1	29/03/2016	Outside of remit	1
Dogs Might Fly	Sky1	13/03/2016	Outside of remit	1
Dogs Might Fly	Sky1	n/a	Animal welfare	1
Hawaii Five-0	Sky1	24/03/2016	Outside of remit	1
Hawaii Five-0	Sky1	25/03/2016	Outside of remit	1
Soccer A.M.	Sky1	12/03/2016	Outside of remit	1
Stella	Sky1	18/03/2016	Generally accepted standards	1
The Simpsons	Sky1	23/03/2016	Suicide and self harm	1
The Simpsons	Sky1	25/03/2016	Generally accepted standards	1
STV News at Six	STV	08/03/2016	Violence and dangerous behaviour	1
Killjoys	Syfy	07/01/2016	Offensive language	1
Killjoys	Syfy	09/03/2016	Scheduling	1
Outcast of the Islands	Talking Pictures TV	18/03/2016	Nudity	1
Breakfast with Wayne Bavin	Town FM 102	07/03/2016	Fairness	1
Skönhetsfällan	TV3	26/02/2016	Gender discrimination/offence	1
Skönhetsfällan	TV3	06/03/2016	Gender discrimination/offence	1
Skönhetsfällan	TV3	14/03/2016	Gender discrimination/offence	1
Programme trailers	Various	Various	Outside of remit	1
Get Me To the Church (trailer)	W	Various	Animal welfare	1
The Bill	W	22/03/2016	Generally accepted standards	1
News	Wessex FM 97.2	16/03/2016	Due accuracy	1
XpandedTV	XpandedTV	04/03/2016	Race discrimination/offence	1

Complaints assessed under the General Procedures for investigating breaches of broadcast licences

For more information about how Ofcom assesses complaints about broadcast licences, go to: http://stakeholders.ofcom.org.uk/broadcasting/procedures/general-procedures/

Licensee	Licensed service	Categories
Gloucester FM	Gloucester FM	Key Commitments
Bay FM Radio Limited	Bay FM	Key Commitments

Complaints assessed under the Breach Procedures for investigating breaches of rules for On Demand programme services

Programme	Service name	Accessed date	Categories	Number of complaints
Tattoo Fixers	All 4	20/03/2016	Gender discrimination/offence	1
Subtitling	Sky on demand	n/a	Access services	1

For more information about how Ofcom assesses complaints about on demand services, go to: http://stakeholders.ofcom.org.uk/binaries/broadcast/on-demand/rules-guidance/procedures-investigating-breaches.pdf

Complaints outside of remit

Here are alphabetical lists of complaints received by Ofcom that fell outside of our remit. This is because Ofcom is not responsible for regulating the issue complained about. For example, the complaints were about the content of television, radio or on demand adverts, accuracy in BBC programmes or an on demand service does not fall within the scope of regulation.

For more information about what Ofcom's rules cover, go to: http://consumers.ofcom.org.uk/complain/tv-and-radio-complaints/what-does-ofcom-cover/

Complaints about television or radio programmes

For more information about how Ofcom assesses complaints about television and radio programmes, go to: http://stakeholders.ofcom.org.uk/broadcasting/procedures/standards/

Programme	Broadcaster	Transmission Date	Categories	Number of complaints
Advertisement	5USA	19/03/2016	Advertising content	1
Advertisement	BT Sport 2	25/03/2016	Advertising content	1
Advertisement	Channel 4	11/03/2016	Advertising content	2
Advertisement	Channel 4	20/03/2016	Advertising content	1
Advertisement	Channel 4	23/03/2016	Advertising content	1
Advertisement	Channel 4	26/03/2016	Advertising content	2
Advertisement	Channel 4	27/03/2016	Advertising content	1
Advertisement	Channel 5	14/03/2016	Advertising content	1
Advertisement	Channel 5	17/03/2016	Advertising content	1
Advertisement	Channel 5	19/03/2016	Advertising content	1
Advertisement	Channel 5	25/03/2016	Advertising content	1
Advertisement	Comedy Central	28/03/2016	Advertising content	1
Advertisement	Comedy Central Extra	27/03/2016	Advertising content	1
Advertisement	E4	15/03/2016	Advertising content	1
Advertisement	E4	31/03/2016	Advertising content	1
Advertisement	ITV	12/03/2016	Advertising content	19
Advertisement	ITV	14/03/2016	Advertising content	1
Advertisement	ITV	17/03/2016	Advertising content	1
Advertisement	ITV	19/03/2016	Advertising content	1
Advertisement	ITV	27/03/2016	Advertising content	1
Advertisement	ITV	29/03/2016	Advertising content	1
Advertisement	ITV	Various	Advertising content	2
Advertisment	ITV	01/04/2016	Advertising content	1
Advertisement	ITV2	12/03/2016	Advertising content	1
Advertisement	ITV2	21/03/2016	Advertising content	1
Advertisement	ITV2	23/03/2016	Advertising content	1
Advertisement	ITV4	27/03/2016	Advertising content	1

Programme	Broadcaster	Transmission Date	Categories	Number of complaints
Advertisement	London Live	25/03/2016	Advertising content	1
Advertisement	Magic	29/03/2016	Advertising content	1
Advertisement	More4	12/03/2016	Advertising content	1
Advertisement	MTV	29/03/2016	Advertising content	1
Advertisement	Nick Jr	20/03/2016	Advertising content	1
Advertisement	Sky Living	27/03/2016	Advertising content	1
Advertisement	Sky Sports 1	12/03/2016	Advertising content	1
Advertisement	STV	24/03/2016	Advertising content	1
Advertisement	Talksport	24/03/2016	Advertising content	1
Advertisement	TCM	30/03/2016	Advertising content	1
Advertisement	Travel Channel	29/03/2016	Advertising content	1
BBC News	BBC 1	14/03/2016	Due impartiality/bias	1
BBC News	BBC 1	27/03/2016	Due impartiality/bias	2
BBC News at One	BBC 1	31/03/2016	Elections/Referendums	1
Breakfast	BBC 1	17/03/2016	Due accuracy	2
Sport Relief 2016	BBC 1	18/03/2016	Due impartiality/bias	1
The One Show	BBC 1	11/03/2016	Due accuracy	1
The One Show	BBC 1	14/03/2016	Due impartiality/bias	6
Inside Obama's White House	BBC 2	15/03/2016	Due impartiality/bias	1
Inside Obama's White House	BBC 2	16/03/2016	Due impartiality/bias	1
Land of Hope and Glory - British Country Life	BBC 2	04/03/2016	Due impartiality/bias	2
Newsbeat	BBC Radio 1	19/03/2016	Due impartiality/bias	1

Complaints about on demand services

Programme	Service name	Accessed date	Categories	Number of complaints
Olympus	My5	25/03/2016	Other	1
The Boy In The Striped Pyjamas	Netflix	16/03/2016	Protection of under 18s	1

For more information about how Ofcom assesses complaints about on demand services, go to: http://stakeholders.ofcom.org.uk/binaries/broadcast/on-demand/rules-guidance/procedures-investigating-breaches.pdf

Investigations List

If Ofcom considers that a broadcaster or service provider may have breached its codes, rules, licence condition or other regulatory requirements, it will start an investigation.

It is important to note that an investigation by Ofcom does not necessarily mean the broadcaster or service provider has done anything wrong. Not all investigations result in breaches of the codes, rules, licence conditions or other regulatory requirements being recorded.

Here are alphabetical lists of new investigations launched between14 March and 3 April 2016.

Investigations launched under the Procedures for investigating breaches of content standards for television and radio

Programme	Broadcaster	Transmission date
Agneepath	&TVHD	4 March 2016
Africa Vision	Ben TV	13 February 2016
Murder of Couriers	Bike	6 March 2016
Countdown	Channel 4	21 March 2016
Natur Produkt Zdrovit (sponsorship)	Crime and Investigation Poland	various
News	Gem 106	11 March 2016
Good Morning Britain	ITV	1 March 2016
Sponsorship credits	TLC (Norway)	various
Chasing Secrets	True Movies	2 February 2016
Sudie & Simpson	True Movies	3 February 2016

For more information about how Ofcom assesses complaints and conducts investigations about content standards on television and radio programmes, go to: http://stakeholders.ofcom.org.uk/broadcasting/procedures/standards/

Investigations launched under the Procedures for the consideration and adjudication of Fairness and Privacy complaints

Programme	Broadcaster	Transmission date
PTC News	PTC Punjabi	14 November 2015

For more information about how Ofcom considers and adjudicates upon Fairness and Privacy complaints about television and radio programmes, go to: http://stakeholders.ofcom.org.uk/broadcasting/procedures/fairness/