

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 to secure the standards objectives¹. Ofcom also has a duty to ensure that On Demand Programme Services (“ODPS”) comply with certain standards requirements set out in the Act².

Ofcom reflects these requirements in its codes and rules. The Broadcast and On Demand Bulletin reports on the outcome of Ofcom's investigations into alleged breaches of its codes and rules, as well as conditions with which broadcasters licensed by Ofcom are required to comply. The codes and rules include:

- a) [Ofcom's Broadcasting Code](#) (“the Code”) for content broadcast on television and radio services licensed by Ofcom, and for content on the BBC's licence fee funded television, radio and on demand services.
- b) the [Code on the Scheduling of Television Advertising](#) (“COSTA”), containing rules on how much advertising and teleshopping may be scheduled on commercial television, how many breaks are allowed and when they may be taken.
- c) certain sections of the [BCAP Code: the UK Code of Broadcast Advertising](#), for which Ofcom retains regulatory responsibility for television and radio services. These include:
 - the prohibition on ‘political’ advertising;
 - ‘participation TV’ advertising, e.g. long-form advertising predicated on premium rate telephone services – notably chat (including ‘adult’ chat), ‘psychic’ readings and dedicated quiz TV (Call TV quiz services); and
 - gambling, dating and ‘message board’ material where these are broadcast as advertising³.
- d) other conditions with which Ofcom licensed services must comply, such as requirements to pay fees and submit information required for 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 (apart from BBC ODPS). Ofcom considers sanctions for advertising content on ODPS referred to it 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 requirements in the BBC Agreement, the Code on Television Access Services (which sets out how much subtitling, signing and audio description relevant licensees must provide), the Code on Electronic Programme Guides, the Code on Listed Events, and the Cross Promotion Code.

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.

It is Ofcom's policy to describe fully 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.

Broadcast Standards cases

In Breach

BEN Variety Show

BEN TV, 4 July 2018, 18:31

Introduction

BEN TV is a general entertainment channel which is available on satellite subscription services and online. The licence for BEN TV is held by Greener Technology Limited ("GTL" or "the Licensee").

Ofcom received a complaint about the broadcast of offensive language in the music video for the track *Aye* by CDQ featuring Phyno & Reminisce. The video included two uses of the word "fuck" and one use of the word "nigger".

We considered this raised potential issues under the following Code rules:

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. In any event, frequent use of such language must be avoided before the watershed".

We therefore sought GTL's comments on how the material complied with these rules.

Response

The Licensee apologised for the error and confirmed that it had subsequently amended its programming schedule accordingly.

Decision

Reflecting our duties under the Communications Act 2003¹, Section One of the Code requires that people under eighteen are protected from unsuitable material in programmes.

Rule 1.14

This rule states that the most offensive language must not be broadcast before the watershed on television.

¹ <http://www.legislation.gov.uk/ukpga/2003/21/section/319>

Ofcom's 2016 research² on offensive language clearly indicates that the word "fuck" is considered by audiences to be among the most offensive language and should not be broadcast before the watershed.

The music video included two uses of the word "fuck" and was broadcast before the watershed.

Ofcom's decision is therefore that the broadcast of this video was a clear breach of Rule 1.14.

Rule 1.16

This rule states that offensive language must not be broadcast before the watershed unless it is justified by the context. Context is assessed by reference to a range of factors including the editorial content of the programme, the service on which the material is broadcast, the time of broadcast and the likely expectations of the audience.

Our research also found that the word "nigger" is considered by audiences to be among the strongest language, and highly unacceptable without strong contextualisation.

The music video included one use of the word "nigger" and was broadcast before the watershed. We did not consider there to be – and nor did the Licensee offer – any contextual justification for the broadcast of the use of the word.

Ofcom's decision is that the broadcast was also a breach of Rule 1.16.

Breaches of Rules 1.14 and 1.16

² On 30 September 2016, Ofcom published updated research in this area – *Attitudes to potentially offensive language and gestures on television and on radio* – which is available at: https://www.ofcom.org.uk/_data/assets/pdf_file/0022/91624/OfcomOffensiveLanguage.pdf

In Breach

Good Morning Britain ITV, 8 June 2018, 06:39

Introduction

Good Morning Britain (“GMB”) is a weekday morning news programme broadcast on ITV. The programme is compiled by ITV Broadcasting Limited (“ITV”) on behalf of the Licensee, ITV Breakfast Broadcasting Limited.

On 8 June 2018, *GMB* was presented by Ben Shephard and Kate Garraway. At 06:39, the programme featured an interview via video link with Scottish First Minister Nicola Sturgeon during which Ms Sturgeon was asked about the recent publication of the Scottish National Party’s Sustainable Growth Commission Report¹ (“the Commission Report”).

We received a complaint that one of the interviewers falsely claimed the Commission Report said that the Scottish National Party (“SNP”) would have to impose austerity measures in the event of Scottish independence.

The interview began with Kate Garraway discussing current support for Scottish independence and the SNP. Ben Shephard then introduced the discussion about the Commission Report. He said:

Ben Shephard: *“Let’s talk about one other thing that you are anti and that is anti-austerity and you have been very public about this, you have criticised the Tory government about the austerity that they’ve imposed, about the cuts to public services north of the border and all over the UK of course. But you have your very own SNP report about the party’s Growth Commission, the independent blueprint about how you would go forward with independence would it to happen. Now this report actually says that the loss of money from Westminster were you to get independence that is created by the Barnett Formula would mean that the SNP would have to impose austerity policies and recommends years of tight public spending to halve Scotland’s deficit and in order to keep the pound. So actually, if you do go ahead with independence, you’re going to have to implement the very policies that you’ve been against and you’ve criticised Theresa May and the Government for over and over again which just sounds like huge hypocrisy there Nicola Sturgeon?”*

Nicola Sturgeon: *“Ben it’s quite—well if I was saying any of that, you would have a point. I concede that. But the report you’ve just—well I was going to say quoted from, you clearly haven’t quoted from it—”*

Ben Shephard: *“I have, I’ve quoted from it here [Mr Shephard held up and pointed at the piece of paper he had been reading from]”.*

¹ <https://www.sustainablegrowthcommission.scot/report/>

Nicola Sturgeon: *“—Because the report doesn't say what you've just said. The report explicitly rejects austerity, the report recommends that an independent Scotland should have real terms growth in spending rather than the cuts we've seen. It says we should never allow fiscal targets to harm the economy the way the UK Government has done—”*

Kate Garraway: [Interrupting] *“So just to be clear, there wouldn't be austerity in an independent Scotland. The independent experts who say there would need to be are just wrong, are they?”*

Nicola Sturgeon: *“The report doesn't say what you said. The report explicitly says...”*

Kate Garraway: [Interrupting] *“But **answer my question** [Ofcom emphasis]. Just so we can clear it up. There would be no austerity post-Scottish independence and those people that say it would be are wrong”.*

Nicola Sturgeon: *“Absolutely. That's what the report recommends. Real-terms growth and spending. What I was going to go on to say is if you were to apply the recommendations in that report to the experience of the last few years, then the cuts that we've had in public spending in Scotland would have been reversed. So the evidence is there that this is a report about yes, dealing with the deficit that an independent Scotland would inherit, which incidentally has been created on Westminster's watch, it's not a reflection of independence. The report says that even if there was no additional growth in our economy as a result of independence, that deficit could be turned round within five to ten years without austerity, but crucially the report sets out a whole range of ways which we could use the powers of independence to grow our economy faster, to match the growth rates of other small independent countries and start to build more equality in our society. It's about how we take the benefits of independence to make our country better and stronger and that's got to be a better alternative to sitting back and waiting for the damage that all of the experts say Brexit is going to do to our economy”.*

Ben Shephard: *“As you appreciate we don't have a lot of time ...”*

Following this exchange Ben Shephard and Kate Garraway asked Nicola Sturgeon about the potential for a second referendum on Scottish independence and her opinion on Scottish Conservative Leader Ruth Davidson's popularity. The interview concluded with a light-hearted question about the existence of the Loch Ness Monster.

Given that the Commission Report did not state that austerity measures would have to be imposed in the event of Scottish independence, Ofcom considered the programme raised issues under Rules 5.1 and 5.2 of the Code:

Rule 5.1: *“News, in whatever form, must be reported with due accuracy and presented with due impartiality”.*

Rule 5.2: *“Significant mistakes in news should normally be acknowledged and corrected on air quickly...Corrections should be appropriately scheduled...”.*

We therefore requested comments from the Licensee about how the content complied with these rules.

Response

The Licensee said that during the interview with Nicola Sturgeon, Ben Shephard was reading from briefing notes which had been prepared by the programme's editorial team. It explained that these notes "were insufficiently clearly written". ITV also confirmed that the section of text Ben Shephard read from "was not a quote from the [Commission Report], or indeed a verbatim quote from anywhere. It was rather a summary of an independent critique of the [Commission Report] by another independent body, namely the Institute of Fiscal Studies".

ITV did accept that it was not made sufficiently clear in the presenter's question, or in Kate Garraway's follow up question, that the statement did not come directly from the Commission Report. The Licensee outlined that the "error was entirely unintentional and made in the heat of a live broadcast interview".

The Licensee considered that, overall, the interview did observe the requirement to report news with due accuracy. ITV said Nicola Sturgeon was given the opportunity to "emphatically and repeatedly rebut the suggestion that the presenter had quoted from the SGC Report, and...made it clear that the SGC Report actually recommended anti-austerity policies". The Licensee also considered that Nicola Sturgeon's rebuttal of Ben Shephard's questions and comments meant that the programme reported her position fairly and fully and in a duly impartial manner.

ITV said that after conducting a thorough investigation of the incident it broadcast an apology on Friday 6 July 2018 at approximately 06:36. This was read by presenter Sean Fletcher and stated:

"On 8 June we interviewed Scotland's First Minister Nicola Sturgeon, during which we suggested to her that the SNP's Sustainable Growth Commission Report had said austerity measures would be required in the event of Scottish independence. In fact, the quote that we put to the First Minister was a summary of a critique of the Commission Report made by the Institute of Fiscal Studies, and not a quote from the Commission Report itself. We apologise for this error and for any confusion caused".

Decision

Reflecting our duties under the Communications Act 2003², Section Five of the Code requires that the accuracy and impartiality requirements are met.

Rule 5.1 requires that news, in whatever form, must be reported with due accuracy and presented with due impartiality. Rule 5.2 states that "Significant mistakes in news should normally be acknowledged and corrected on air quickly...corrections should be appropriately scheduled".

Ofcom's published Guidance to Section Five makes clear that "due" means adequate or appropriate to the subject and nature of the programme. The approach may vary according to the nature of the subject, the type of programme and channel, the likely expectation of

² <http://www.legislation.gov.uk/ukpga/2003/21/section/319>

the audience as to content, and the extent to which the content and approach is signalled to the audience. For example, where a matter is of particular public interest, the requirement to present that matter with due accuracy will be correspondingly higher. The rule is primarily intended to ensure that viewers can trust news broadcasters to report the facts of the news, and the factual background to it, with appropriate accuracy. It goes to the heart of the relationship of trust between a news broadcaster and its audience.

Ofcom takes account of the audience's and the broadcaster's right to freedom of expression set out in Article 10 of the European Convention on Human Rights. Ofcom must seek to balance broadcasters' freedom to discuss any controversial subject or point of view in their programming and compliance with Section Five.

Rule 5.1

Ofcom first considered whether the material in this case was duly accurate.

Ofcom's Guidance to Section Five of the Code makes clear that "where a matter is of particular public interest, the requirement to present the matter with due accuracy will be correspondingly higher". ITV recognised that "a discussion of the possible economic consequences of Scottish Independence with the Scottish First Minister is clearly a matter of public interest". We therefore considered there was a particular need for accuracy during this interview.

Ms Sturgeon was interviewed by *GMB* presenters Ben Shephard and Kate Garraway and was asked about the recent publication of the Commission Report. Mr Shephard said:

"...this report [the Commission Report] actually says that the loss of money from Westminster, were you to get independence, that is created by the Barnett Formula would mean that the SNP would have to impose austerity policies and recommends years of tight public spending to halve Scotland's deficit and in order to keep the pound".

However, this statement did not reflect the findings of the Commission Report. Rather, Mr Shephard was referring to a summary, written by the *GMB* production team, of a critique of the Commission Report produced by the Institute of Financial Studies. We therefore considered the statement was clearly inaccurate. This inaccuracy was repeated when, responding to Ms Sturgeon's attempt to correct the error, Mr Shephard said: "*I have [quoted from the Commission Report], I've quoted from it here*".

In its representations, ITV accepted that these statements were inaccurate. However, ITV considered that the programme was compliant with Rule 5.1 (and was therefore duly accurate) because: "the first Minister very clearly corrected the specific inaccuracy...and more importantly was then allowed to answer and rebut the broader criticism being put to her".

We recognised that Ms Sturgeon sought to correct the inaccuracy on a number of occasions during the interview. However, in each case, her correction was either dismissed or ignored by the presenters. For example, as described above, Mr Shephard responded to Ms Sturgeon's initial correction by reiterating the original inaccuracy. We also considered his physical actions (holding up the paper he had been reading from) served to reinforce the inaccuracy by suggesting that he was reading directly from relevant extracts of the

Commission Report. Later, when Ms Sturgeon said "*the report does not say what you said*", Ms Garraway interrupted and told her to "*answer my question*".

We also recognised that Ms Sturgeon spoke at some length about how and why she did not consider that austerity measures would be required in the event of Scottish independence. However, we considered that the inaccuracy in this case had a significant impact on the remainder of the interview. This was because viewers would have not known whether Mr Shepherd or Ms Sturgeon was accurately reflecting the findings of Commission Report. This potentially left viewers with an erroneous impression that Ms Sturgeon was either unclear about the contents of the report or deliberately misrepresenting its findings.

Although we acknowledged that ITV said the "error was entirely unintentional and made in the heat of a live broadcast interview" for the reasons set out above, our Decision is that the programme was not duly accurate and therefore in breach of Rule 5.1.

Rule 5.2

The Licensee acknowledged that "the inaccuracy in the original question was not acknowledged or corrected immediately after the broadcast". It explained that the production team "took the editorial view at the time that during the interview the First Minister had comprehensively corrected and rebutted the inaccurate suggestion that the question had quoted from the SGC Report itself". However, on receiving Ofcom's request for comments it "conducted a thorough investigation of the incident" and decided that "it was appropriate for the programme to make a further on-air correction and apology". This was broadcast on Friday 6 July 2018, at approximately 06:36.

We first considered whether the inaccuracy in this case was a "significant mistake" that required an on air correction. For the reasons we have set out above under Rule 5.1, we considered that it was.

Rule 5.2 also requires on air corrections to be broadcast "quickly". However, there was a period of four weeks between the broadcast of the original programme on Friday 8 June and the correction on Friday 6 July. Therefore, our Decision is that a significant mistake was not corrected on air quickly, in breach of Rule 5.2.

Breaches of Rules 5.1 and 5.2

Resolved

Lorraine, ITV, 16 August 2018, 08:30

Introduction

Lorraine is a daily magazine-style breakfast show broadcast by ITV Breakfast Broadcasting Limited ("ITV" or "the Licensee").

A complainant alerted Ofcom to the broadcast of offensive language used during a live interview in the above episode with Carlton Wilborn. Mr Wilborn, who is the singer Madonna's former backing dancer, was interviewed via video link from Los Angeles about Madonna's 60th birthday.

At 09:01, Mr Wilborn described watching Madonna prepare for a show, he said:

"The way that she...three, four seconds studied her face. I was like 'Oh my god, that's the Madonna person'. Like she became that in a minute...and then she sat back in her chair and... it was like 'Holy fuck'. It was amazing".

Mr Wilborn followed this by saying "sorry for the morning language. Sorry, sorry, sorry". The presenter reacted with shock and said she was "terribly sorry". Mr Wilborn again apologised, and the presenter continued "apologies again folks, that was a very naughty word. I know there could be children at home so sorry about that". This was followed by a further brief apology from the presenter at 09:08.

We considered the material raised potential issues under the following Code rule:

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

Ofcom requested comments from the Licensee on how the programme complied with the above rule.

Response

ITV said that given the programme is broadcast live and scheduled in a morning slot, the production team always carefully brief its contributors about compliance and the expectations of the audience.

In this case, it explained that the following compliance measures were put in place before the interview was broadcast:

- Mr Wilborn was briefed by a producer in London and advised that the programme was broadcast at a time when children may be watching, as it was the school holidays in the UK. The producer emphasised to Mr Wilborn that he should not swear and Mr Wilborn confirmed that he understood.
- Mr Wilborn was further briefed by a producer in Los Angeles, who reiterated the points above. Mr Wilborn confirmed that he understood these points.

- ITV considered that Mr Wilborn had conducted many television appearances in the past and it had no reason to believe that he would use offensive language.

After the interview the Licensee said it took the following steps to minimise offence:

- Mr Wilborn immediately apologised and this was also followed by an apology from the presenter.
- The production team consulted a senior member of the ITV compliance team to report the issue. This resulted in the presenter issuing a further apology after the conclusion of the next item.
- It edited the offensive language from the ITV+1 and catch-up versions.

ITV said that it sincerely regretted that the most offensive language had been broadcast before the watershed. It added that it considered that Mr Wilborn had not intended to cause offence and in its view, this was clear from the context.

The Licensee said that given the steps taken before and after the broadcast, it would ask Ofcom to treat the matter as resolved.

Decision

Reflecting our duties under the Communications Act 2003¹, Section One of the Code requires that people under eighteen are protected from unsuitable material in programmes.

Rule 1.14 states that the most offensive language must not be broadcast before the watershed on television.

Ofcom's 2016 research² on offensive language clearly indicates that the word "fuck" and variations of it are considered by audiences to be amongst the most offensive language.

The inclusion of the word "fuck" in this programme at 09:01 was therefore a clear example of the most offensive language being broadcast before the watershed.

However, we took into account that this was a live broadcast, the Licensee had taken a number of measures in advance to minimise the risk of offensive language being broadcast and that swift on-air apologies had been issued by both the contributor and presenter. We also took into account that the Licensee had taken immediate steps to avoid the offensive language being broadcast again on its +1 service.

In light of these factors, Ofcom's Decision is that this matter is resolved.

Resolved

¹ <http://www.legislation.gov.uk/ukpga/2003/21/section/319>

² On 30 September 2016, Ofcom published updated research in this area – *Attitudes to potentially offensive language and gestures on television and on radio* – which is available at: https://www.ofcom.org.uk/_data/assets/pdf_file/0022/91624/OfcomOffensiveLanguage.pdf

Resolved

Encore Radio for Sunday Afternoon *Encore Radio, 22 July 2018, 14:30*

Introduction

Encore Radio broadcasts on DAB in the South East of England and primarily plays songs from stage and film musicals. The licence for Encore Radio is held by Encore Radio Limited ("Encore" or "the Licensee").

Ofcom received a complaint that comments made by the presenter "sounded like an advert", when he said:

"...and on the website right now, ten brilliant things to do with the family over the summer holidays, including taking a trip to Paultons Park, home of Peppa Pig World, where you can enjoy two new Peppa-themed rides: The Queen's Flying Coach ride and Grampy Rabbit's Sailing Club. You can explore Lost Kingdom and discover life-like moving dinosaurs, as well as two world class rollercoasters. Find out more on the encore Radio website right now, where you can plan your perfect summer..."

We considered this raised potential issues 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".

Ofcom requested comments from the Licensee on how the above material complied with this rule.

Response

The Licensee confirmed that the broadcast reference to Paultons Park and its attractions was broadcast as part of a commercial arrangement with Paultons Park.

It explained that Paultons Park was one of the ten organisations included in Encore Radio's website feature about *"ten brilliant things to do with the family over the summer holidays"*. The Licensee added that, of these ten organisations, six had paid for broadcast references in the station's on-air promotions of this website feature.

Encore said that the template script used for these promotions did not refer to the signalling of commercial arrangements, as some of them were not subject to such arrangements. It added that, of those that were subject to such arrangements, many were pre-recorded and appropriate signalling of the relevant commercial arrangement had been added at the time of recording. The Licensee said that, in this instance, the promotion of the station's website feature was broadcast live and the presenter had not adapted the script to signal that it was subject to a commercial arrangement with Paulton's Park.

Encore admitted that it had not therefore broadcast appropriate signalling of the relevant commercial arrangement, adding that it "pride[s] [itself] on [its] honest and transparent

communication with both...listeners and...clients..., want[s] to retain this trust and would never intentionally jeopardise [its] valued relationships". The Licensee said it had made "an honest mistake" and not having ensured appropriate signalling of the commercial arrangement between Encore Radio and Paultons Park had been "an oversight".

Encore said it had now ensured that all its script templates referred to the possibility of material being "in association with" a third party (if its broadcast is subject to a commercial arrangement). It added that, as from 1 September 2018, along with other content, no material containing such commercial references would be broadcast live.

Decision

Reflecting our duties under the Communications Act 2003¹, Section Ten of the Code requires the transparency of commercial communications on radio as a means to secure consumer protection.

The Code does not prohibit radio broadcasters discussing and promoting products and services in programming. However, Rule 10.1 of the Code requires that programming subject to, or associated with, a commercial arrangement must be appropriately signalled, so as to ensure the commercial arrangement is transparent to listeners.

In this instance, the presenter's reference to Paultons Park was subject to a commercial arrangement between Encore Radio and Paultons Park. As no reference to this commercial arrangement was broadcast, Ofcom considered Encore had not ensured the arrangement was transparent to listeners.

However, we took into account both that Encore had admitted it had made an error and the actions taken by the Licensee to ensure no recurrence, which comprised:

- notification on all script templates of the possibility that the broadcast of scripted material may be subject to a commercial arrangement; and
- no longer broadcasting live any material containing commercial references that result from a commercial arrangement.

Ofcom therefore considered the matter resolved.

Resolved

¹ <http://www.legislation.gov.uk/ukpga/2003/21/section/319>

Not in Breach

Pehredaar Piya Ki

Sony Entertainment Television, 4 to 18 August 2017, 19:30

Introduction

Sony Entertainment Television is an entertainment channel providing programming for the South Asian community. The licensee for the channel is MSM Asia Limited ("MSM" or "the Licensee").

Pehredaar Piya Ki [Guardian of Love] was an Indian drama series, broadcast in Hindi with English subtitles. The central premise of the series was a marriage between Diya, an 18-year-old woman, and Ratan Maan Singh, a nine-year-old prince. The reason for the marriage was that Ratan needed protection from his family, who wanted to kill him and claim his inheritance.

We received two complaints objecting to the "glorification" and "romanticised" portrayal of child marriage in this drama series. Ofcom translated and viewed 31 episodes of the series¹, and our investigation focused on three episodes.

A warning in scrolling text was broadcast during the opening scenes of each episode:

"Disclaimer: This program is entirely a work of fiction and depicts an unusual eternal love story. All the characters, locations, cultures, procedures of law, religious practice etc portrayed in the program are purely fictional in nature. Any resemblance to any persons, living or dead, is a mere coincidence. Neither does the channel propagate/endorse child marriage nor does it intend to defame, discredit or hurt the sentiments of any person, organization, religion, profession or community".

Episode 15, 4 August 2017, 19:30

This episode included the following scenes:

- Diya and Ratan were shown receiving traditional blessings as a married couple when Diya returned from performing the Pag Phera Ceremony².
- Ratan's cousins were shown decorating the couple's bed in preparation for the Suhaag Raat³ ceremony. Diya entered the bedroom to find the bed adorned with traditional bridal decorations customary for when a marriage is consummated. Leaving the bedroom Ratan's cousin said: "Goodnight, Diya. May you always remember this night". Diya was then shown questioning the cousins about the arrangements made for the

¹ In its representations to Ofcom, MSM explained that it did not broadcast the entire series due to "poor viewership". All 31 episodes viewed by Ofcom were broadcast.

² A post-wedding ceremony when the bride returns to her parents' home for dinner.

³ A marital ritual for newlywed couples, done in preparation for their wedding night when the marriage is consummated.

“nuptial night” and challenged their *“vile thoughts”* about the *“purity”* of her relationship with her husband, Ratan.

- Ratan was shown presenting a heart shaped locket with a picture of them both inside it to Diya as he said: *“And now, my angel will always be close to my heart* [placing the locket around his neck]”. Diya looked at the full moon⁴ outside the bedroom window before being surprised by a shower of petals thrown over her by Ratan. Diya ran to the bed to gather the petals to continue the play fight which ended in a pillow fight. The couple were then shown lying down next to each other on the bed giggling, as Ratan fell asleep. Diya then walked back to the window to continue gazing at the full moon.
- The final scene depicted the morning after, with Diya lying asleep in the marital bed next to Ratan. Both were still wearing clothes from the day before.

Episode 16, 7 August 2017, 19:30

This episode began with Diya and Ratan lying in bed. Diya was then shown searching her wardrobe for an outfit to wear for the Suhaag Thal ceremony⁵. Ratan was shown selecting a Lengha skirt⁶ as he expressed how much he liked Diya. As Diya finished getting ready, Ratan said: *“Diya, you are looking prettier than a fairy”*.

During the episode Diya was shown performing the Suhaag Thal ceremony with women in the family. During the ceremony, a guest questioned Diya about the age gap between her and Ratan:

Guest: *“Diya, don’t mind but we find it a bit weird that you got married to a boy who’s so much younger to you”*.

Kakima: *“[overhearing the conversation, Ratan’s aunt responded on Diya’s behalf] What’s so shocking about it? It’s a common thing in Rajput families. Late Maan’s father [Ratan’s grandfather] had also got married at a very young age and grandmother was 10 years older than him. May God bless his soul. Before passing away, Maan wanted to see his son married and he liked Diya a lot...”*.

Ratan was then shown walking in on the Suhaag Thal ceremony. Ratan, when questioned by his cousin about his attendance at a female only ceremony, replied:

Ratan: *“you are forgetting a husband has a right to attend the celebration to ward off the evil hovering over his wife. That is why I am here. Is it not Aunt? You had told me this. [The lyrics “my beloved!” were audible]”*.

⁴ A night of a full moon is an auspicious time in Hinduism.

⁵ A Rajasthani post-wedding tradition where the bride eats from a plate that she shares with women from the groom’s family.

⁶ An Indian dress.

Guests: "[whispering amongst themselves] *Hasn't he become mature? Yes, he really likes Ms Diya. That's why he is – they share a special bond. They are so special*".

Diya and Ratan were then shown smiling at each other as Ratan walked over to Diya to perform a blessing to his wife. Ratan removed money from his pocket and waved it in front of a smiling Diya. This was accompanied by the following lyrics: *"My Beloved! Everybody rejoice! Happy times are here! My beloved looks charming"*.

Episode 17, 8 August 2017, 19:30

The conclusion of this episode featured Diya returning to her bedroom. Ratan was shown waiting to surprise Diya with a Suhaag Thal of Diya's favourite foods for the couple to share. As Ratan presented Diya with the plates of food, she watched smiling. The couple then fed each other as classical celebratory music played in the background.

Code issues

Our assessment of this content took into account that child marriage is illegal and highly controversial in India and in the UK, where *Pehredaar Piya Ki* [Guardian of Love] was broadcast. The series featured a marriage between an adult and a young child and appeared to portray it in largely positive terms.

We therefore considered this material raised potential issues under the following rule of the Code:

Rule 2.3: "In applying generally accepted standards, broadcasters must ensure that material which may cause offence is justified by the context. Such material may include but is not limited to, offensive language, violence, sex, sexual violence, humiliation, distress, violation of human dignity, discriminatory treatment or language (for example on the grounds of age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex and sexual orientation, and marriage and civil partnership). Appropriate information should also be broadcast where it would assist in avoiding or minimising offence".

We asked the Licensee for its comments on how the material complied with this rule.

Response

MSM explained that the premise of the series revolved around the protection of a young prince and heir to a royal dynasty against death threats from his family. A woman, named Diya, is "forced by circumstances" to take steps to protect the nine-year-old boy. The child's father, on his death bed, pleads with Diya to marry the child, as he considered marriage to be the only relationship that would completely protect his son. Diya, who owes her life to the child's father, agrees to marry him and become the child's "protector".

The Licensee stated that the content included in the series did not glorify or encourage child marriage. It added that the series "sensitively" portrayed Diya's "difficult journey through a unique marriage" and its depiction did not have "sexual or vulgar" connotations.

Referring specifically to the depiction of Diya and Ratan's relationship, the Licensee argued that it complied with Rule 2.3 for the following reasons:

- Diya was the child's guardian. Their relationship was not romanticised or glorified;
- Ratan, in his innocence, looked on Diya as a fairy from one of his childhood fairy tales;
- Ratan's character did not portray an "amorous" relationship nor was there a romantic depiction of his infatuation;
- Diya discouraged and/or was angered by romantic suggestions made by the child's family (for example the honeymoon décor), of which Ratan had limited understanding; and
- the series clearly portrayed the conflict in Diya's family due to the "unusual relationship".

MSM stated that it had always ensured that content broadcast on Sony Entertainment Television was compliant with the Code. The Licensee said that a clear and unambiguous disclaimer was prominently shown at the start of each episode of the series stating that it was "entirely fictitious" and that the channel did not promote or support child marriage. It added that the description of the relationship as an "*unusual eternal love story*" in the disclaimer was included to provide context to viewers.

The Licensee also provided written and oral representations on Ofcom's Preliminary View, which found the content in breach of Rule 2.3 of the Code.

The Licensee told Ofcom that the series did not include offensive content, and in their view Rule 2.3 was not applicable in this case. It reiterated that the premise of *Pehredaar Piya Ki* revolved around the protection of child by a woman who steps in to be his guardian. It added that the series did not glorify or romanticise child marriage, and cited the following contextual factors:

- During the series, a scene between Diya and her mother showed the mother strongly opposing Diya's decision to marry the child despite Diya clearly stating her reasons for the marriage (i.e. to protect him and because she owed her life to the child's father).
- At various points it was reiterated that the woman was the legal guardian of the child and they would only be legally married once the child turned 21 years old. At no point were the two characters "projected as [a] couple" during the series.
- The woman was constantly shown reprimanding the child's relatives each time they deliberately made the relationship "sound like a real marriage".
- When the child's cousins were shown decorating the bedroom room with traditional bridal décor, customary for a marriage consummation ritual, Diya questioned and challenged their "*vile thoughts*" about the "*purity*" of her relationship with the child, denoting a "distaste for any sexual connotations".
- The boy's family repeatedly attempted to demean the woman by arranging wedding rituals to humiliate her and make a mockery of the marriage, rather than celebrate it.

MSM said that the prominently displayed disclaimer at the beginning of the series clearly explained to viewers that the channel did not intend to glorify and/or endorse child marriage. Although the Licensee noted that the disclaimer could have been "better worded", it did not consider that the description of the relationship as an "*unusual eternal love story*" restricted the scope of the disclaimer. It added that viewers would have understood this within the context of the series being a work of fiction.

MSM stated that the relationship between the child's guardian and the child was not romantic and/or glorified. It considered that the scenes did not portray the child as an active suitor courting an adult. Further, the background music included in the scenes were in keeping with Indian dramatizations and general entertainment programmes to make it "more watchable" and did not indicate an amorous or sexual relationship. MSM added that "any insinuation to the contrary would be incorrect".

The Licensee accepted that during the series, Diya and Ratan did observe "mandatory rituals" relating to marriage within Indian culture. However, it argued that these depictions were far from reality and did not portray the relationship in a positive or romanticised light. Rather, the Licensee was of the view that the protagonist Diya discouraged and/or was angered by romantic gestures instigated by the child's family. In reference to the comment by the character Kakima during the Suhaag Thal ceremony, explaining that child marriages were a Rajput tradition, the Licensee said that any interpretation of this as an apparent endorsement of child marriage would have been mitigated by the disclaimer at the beginning of the programme.

Specifically, in relation to Rule 2.3, MSM said that it was very mindful of the cultural sensitivities of its target audience, being a niche channel which provides programming for the South Asian community in the UK. Therefore, it said it was necessary to contextualise content in light of audience expectations. The Licensee considered that to assume that UK audiences, who are accustomed to more explicit sexual content in other television series, would likely have understood scenes in *Pehredaar Piya Ki* to imply sexual activity would be unjustified.

Finally, the Licensee stated that given the context of the series it did not consider it had breached Rule 2.3. However, the Licensee said it would put "further measures" in place to ensure a similar incident is not repeated.

Decision

Reflecting our duties under the Communications Act 2003⁷, Section Two of the Code requires that generally accepted standards are applied to the content of television programmes, so as to provide adequate protection for members of the public from the inclusion of offensive material in such programmes.

Ofcom takes account of the audience's and the broadcaster's right to freedom of expression set out in Article 10 of the European Convention on Human Rights. In carrying out its duties, Ofcom must seek to balance the broadcaster's freedom to broadcast potentially offensive content and the requirement in the Code to ensure that material which may cause offence is justified by the context.

⁷ <http://www.legislation.gov.uk/ukpga/2003/21/section/319>

Child marriage is illegal both in India and the UK, where this series was broadcast. Although controversial, this does not mean that the issue of child marriage cannot be the subject of a story line in a drama. Under Rule 2.3 of the Code and as set out above, material which has the potential to offend may be broadcast, as long as its inclusion in a programme is justified by the context. The Code makes clear that context includes: the editorial content of the programme; the degree of offence likely to be caused by material; the service on which the content was broadcast; the time of broadcast; the likely expectations of the audience; and any warning given to the audience⁸.

We first assessed whether the material in question was capable of causing offence to viewers. In doing so, we took into account that viewers of this series, who would mainly have been from the South Asian community, would have been aware that child marriage is a particular societal problem in India⁹, and that there are ongoing attempts to eradicate the practice. We also noted that the audience of this channel would be accustomed to watching programmes that are mainly romantic and/or comedic in nature. We further considered the following factors:

- The series cast the nine-year-old character Ratan in the role of a groom which had the potential to cause offence due to his age. MSM told Ofcom the relationship between Ratan and Diya was “not romanticised” and “the child’s character did not portray an amorous relationship nor was there a romantic depiction of the child’s infatuation”. However, in Ofcom’s view several scenes portrayed the child as infatuated with Diya and at times, he was an active participant in the marriage rituals. Often these scenes were accompanied by music with romantic lyrics.
- Diya and Ratan were portrayed as a married couple observing traditional Indian wedding ceremonies. Given the series was set in modern-day India, this presentation of a child marriage, in our view, had the potential to cause offence. Viewers were unlikely to have expected to see such respected rituals being observed by a couple who had entered into a platonic marriage of convenience.
- During the Suhaag Thal ceremony one of the main characters Kakima explained that marrying at such a young age is part of a respected, royal, Rajput tradition. Some viewers could have interpreted this comment as an apparent endorsement of child marriage, which may have heightened the potential for offence.
- References were made to the consummation night¹⁰. We are aware that within Indian Asian culture, the wedding night is a significant event that is celebrated as the night when a couple will consummate the marriage. In this series, members of the boy’s family were shown decorating the couple’s bedroom for a wedding night and the scene included indirect references to the night of consummation. For example, Ratan’s cousin commented “*Goodnight Diya. May you always remember this night*”. We considered that any reference to a consummation night of a marriage between an adult and nine year-old child may have been offensive to viewers.

⁸ https://www.ofcom.org.uk/_data/assets/pdf_file/0005/100112/broadcast-code-april-2017-section-2.pdf

⁹ UNICEF has identified India as having the second highest number of child marriages, with Rajasthan (where the series was set) as one of the provinces where the problem is particularly acute.

¹⁰ the Suhaag Raat, an Indian marital ritual for newlywed couples.

Overall, Ofcom considered that the material, broadcast over a number of different episodes, had the potential to cause offence.

Ofcom recognises broadcasters often choose to use creative and innovative drama storylines to reflect and explore serious social issues such as child marriage. The key consideration for us in this case was therefore whether the potential offence was justified by the context.

As set out above, we considered that this series portrayed a marriage between an adult and a nine-year-old child, which was capable of causing offence to viewers. However, we considered that the main role of the woman was to act as the boy's protector within the context of a marriage of convenience, rather than a romantic relationship. We took into account the Licensee's comments that the relationship between the child and woman was not romantic and its depiction did not have sexual connotations.

In Ofcom's view the protagonists' role as the child's protector was made clear to viewers throughout the series by:

- Diya uncovering several plots to harm the young boy, demonstrating he was in danger;
- Diya was shown to be struggling with her decision to marry Ratan;
- Diya's mother opposed the marriage, giving her daughter the opportunity to explain her reasons for agreeing to the marriage (namely to protect the young boy and honour her debt to his father);
- Diya endured humiliation and ridicule from the boy's family when faced with performing traditional wedding rituals, and she often confronted them when provoked;
- Diya clearly challenged those characters who made reference to a consummation night, dispelling any inference of an amorous relationship;
- Although Ratan participated in wedding rituals, it was with the naivete of a child playing a game who did not understand the complexity of the situation or the potential meaning of his actions.

In this case we considered that any potential offence caused by the depiction of a marriage between a nine-year-old boy and 18-year-old woman was mitigated by the contextual justification for the marriage, namely the series storyline about a woman protecting a young boy from his family, who wanted to kill him and claim his inheritance. We also took into account Diya's clear condemnation of any suggestion that the relationship between her and Ratan was more than platonic.

Ofcom considered the extent to which the Licensee provided appropriate information about the content of the series to the audience, which may have assisted in minimising the potential for offence. In this case, the Licensee included a disclaimer at the start of each episode, which informed viewers that the series was fictional and that it did not intend to "propagate/endorse child marriage". In our view this disclaimer, particularly when combined with the narrative justification as described above, further contextualised the portrayal of child marriage.

We recognised that programmes broadcast on Sony Entertainment Television largely consist of light entertainment shows and dramas. In Ofcom's view, the audience for this channel would have understood that the portrayal of a child marriage in this series was stylised and fantastical in nature. Overall, we considered that this content was not likely to have exceeded audience expectations for viewers of this channel.

For the reasons above, in Ofcom's view the contextual factors in this case were sufficient to justify the portrayal of child marriage in this series. Our Decision is that the programmes fell within generally accepted standards and were not in breach of Rule 2.3 of the Code.

Not in Breach of Rule 2.3

Broadcast Licence Conditions cases

In Breach

Failure to comply with a Direction and repay unspent grant money *Gravity FM CIC (Grantham)*

Introduction

Gravity FM is a community radio station licensed to provide a service for the local community in Grantham, Lincolnshire. The licence is held by Gravity FM CIC ('Gravity FM' or 'the Licensee').

Each year, the Department for Digital, Culture, Media and Sport ('DCMS') provides a sum of money for a 'Community Radio Fund' ('the Fund'). From this Fund, Ofcom makes grants to licensed community radio stations¹. Decisions as to which community radio stations should receive a grant are made by Ofcom's Community Radio Fund Panel ('the Panel'). As a community radio licensee, Gravity FM is eligible to apply to Ofcom for a grant from the Fund.

In June 2016, Gravity FM was awarded a grant by the Panel of £12,965 ('the Grant'). A Community Radio Fund Grant Agreement ('the Agreement')² between Ofcom and Gravity FM set out the terms and conditions for the Grant and how the money should be spent. Under clause 3.1 of the Agreement, Gravity FM was required to spend the Grant "within the Relevant Expenditure Period and for the Designated Purpose". The 'Relevant Expenditure Period' is defined in the Agreement as 1 August 2016 to 30 September 2017. The 'Designated Purpose' was for the Licensee to employ a Sales and Business Development Officer for the station.

The Agreement also required that:

- a) The Licensee shall hold any unused part of the Grant on trust for Ofcom at all times (clause 3.3).
- b) The Licensee shall submit a report to Ofcom on the spending of the Grant (clause 3.4).
- c) The Licensee shall repay any Grant funds not used by the end of the Relevant Expenditure Period as Ofcom may require.... (clause 4.3).
- d) The Licensee shall repay any Grant funds not spent for the Designated Purpose... (clause 4.5).

According to Gravity FM's Community Radio Fund Grant Report ('the Report'), received by Ofcom in May 2018, £10,249 of the Grant was spent within the Relevant Expenditure Period

¹ In accordance with section 359 of the Communications Act 2003.

² Under section 359(3) of the Communications Act 2003, a grant may be made on such terms and conditions, and shall become repayable to Ofcom in such circumstances, as may be specified by Ofcom when making the grant.

on the Designated Purpose. The sum of £2,716 remained unspent at the end of the Relevant Expenditure Period.

Ofcom wrote to Gravity FM, stating that it appeared from the Report that Gravity FM had not spent the full Grant within the Relevant Expenditure Period for the Designated Purpose, and that it also therefore appeared that the Licensee was holding for Ofcom the sum of £2,716. Ofcom gave Gravity FM the opportunity to explain further how the Grant had been spent. Gravity FM did not provide a response but, in correspondence relating to a separate matter, stated that: “[t]here is... a potential liability of £2716 in respect of a grant that was not fully used”.

Ofcom subsequently telephoned Gravity FM and spoke to its Company Secretary. The Company Secretary confirmed that the sum of £2,716 had not been spent by Gravity FM within the Relevant Expenditure Period for the Designated Purpose and acknowledged that this sum would need to be repaid to Ofcom as it was public money.

Ofcom then issued a Direction to the Licensee under condition 15(1) in Part 2 of the Schedule to its community radio licence, requiring the Licensee to repay to Ofcom the sum of £2,716 by a specified deadline. To facilitate the repayment, Ofcom gave the Licensee the opportunity to propose a phased repayment over a reasonable timescale, giving the Licensee a deadline to request such a plan. The Licensee did not contact Ofcom to discuss an instalment plan and failed to repay the unspent money by the deadline set out in the Direction.

Ofcom telephoned Gravity FM and spoke to one of its directors. Ofcom explained to the director that, under the terms of the Agreement, Gravity FM was now required to repay the sum of £2,716 to Ofcom. The director advised Ofcom that he would speak to the Company Secretary with a view to resolving the matter.

When the Licensee failed to return the unspent portion of the Grant, we requested comments from the Licensee in relation to its compliance with the Direction.

Response

Gravity FM did not respond to Ofcom's request for comments. Ofcom subsequently telephoned the Company Secretary about the ongoing investigation and the Licensee's failure to both respond to the Direction or return the sum of the £2,716. Following this conversation, Ofcom sent an email outlining again the situation and giving Gravity FM a further opportunity to respond. The Company Secretary replied by email, putting forward a proposal for the repayment of the unspent grant money. His email stated that “As you are aware, we had been struggling to stabilise the company, and maintain the radio service, whilst dealing with the legacy 'issues'. The board now feels that we are in a position to push the station forward, and have secured deals to enable many of the extra demands of management to be met, with minimal cost to the company”.

Decision

Under the terms of the Agreement entered into between Ofcom and the Licensee, the Licensee is required to repay to Ofcom any part of the Grant which has not been spent within the Relevant Expenditure Period, as considered appropriate by Ofcom. The Licensee is

also required to repay to Ofcom any part of the Grant which has not been spent for the Designated Purpose.

Condition 15(1) in Part 2 of the Schedule to Gravity FM's community radio licence states:

"The Licensee shall comply with any direction given to him by Ofcom in respect of any matter, subject or thing which direction is in the opinion of Ofcom appropriate, having regard to any duties which are or may be imposed on it, or on the Licensee by or under the [Broadcasting Acts 1990 and 1996 and the Communications Act 2003]".

The Licensee has confirmed to Ofcom that, of the total Grant of £12,965 awarded to it, the sum of £2,716 was not spent within the Relevant Expenditure Period for the Designated Purpose. Under the terms of the Agreement, Ofcom has determined that it is appropriate for Gravity FM to repay to it the sum of £2,716.

The money paid to community radio licensees from the Fund is public money made available by DCMS for community radio services and it must be accounted for appropriately. On this basis, Ofcom issued a Direction to Gravity FM under condition 15(1) in Part 2 of the Schedule to its community radio licence, requiring the repayment of £2,716. The Licensee failed to comply with the terms of the Direction in that it failed to pay the outstanding sum of £2,716 in full, or to contact Ofcom to discuss a possible repayment plan, by the date set out in the Direction. While the Licensee has now put forward a schedule to repay the sum of £2,716, this was some months after the deadline stipulated in the Direction.

It is therefore Ofcom's Decision that Gravity FM is in breach of Licence Condition 15(1) of Part 2 of the Schedule to its licence.

Ofcom has agreed to the Licensee's request to pay the unspent sum in instalments and has issued a direction setting out the schedule of payments. Should Gravity FM default on making any of the agreed instalment payments, the total amount remaining will become due immediately. Ofcom will consider opening an investigation into Gravity FM's compliance with Condition 15(1) in Part 2 of the Schedule to its community radio licence.

Breach of Licence Condition 15(1) in Part 2 of the Schedule to the community radio licence held by Gravity FM CIC (licence number CR000168BA).

In Breach

Retention and production of recordings *Llandudno Community Radio Limited*

Introduction

Tudno FM is a community radio station which provides a service for Llandudno, broadcasting a range of programmes in both English and Welsh. The licence is held by Llandudno Community Radio Limited ("Llandudno Community Radio" or "the Licensee").

Ofcom received two complaints about explicit song lyrics broadcast in the morning on two separate dates in July. Ofcom therefore requested recordings of the programmes from Llandudno Community Radio to assess the content.

The Licensee informed Ofcom that it was not able to provide the requested recordings. Ofcom considered that the Licensee's inability to provide the recordings raised potential issues under Licence Conditions 8(2)(a) and (b) of its licence, which state:

"8(2) ...the Licensee shall:

- (a) make and retain, for a period of 42 days from the date of its inclusion, a recording of every programme included in the Licensed Service...
- (b) at the request of Ofcom forthwith produce to Ofcom any...recording for examination or reproduction..."

Ofcom therefore requested comments from Llandudno Community Radio on how it had complied with these conditions.

Response

Llandudno Community Radio explained that it had suffered a failure of its computer system the previous month, and that its recording equipment had been disconnected at the time of the broadcasts in question. The Licensee said that it was unaware of this fact at the time. As a result, it was unable to locate a recording for the dates and times requested. It explained that it was "still in the process of bringing the station back to normal" but that its recording equipment had now been reinstated.

The Licensee acknowledged that it "should have ensured the [recording equipment] was working", but believed that the system may have been tampered with.

The Licensee accepted our Preliminary View that it had breached Licence Conditions 8(2)(a) and (b). The Licensee further explained that it had taken steps to prevent the problem occurring again, including restricting access to the logger to authorised personnel and conducting a weekly technical check to ensure it is working satisfactorily.

Decision

In each broadcaster's licence, there are conditions requiring the licensee to retain recordings for a specific number of days after broadcast, and to comply with any request by Ofcom to

produce recordings of programmes as broadcast. For community radio licences, this is reflected in Licence Conditions 8(2) (a) and (b).

Breaches of Licence Conditions 8(2) (a) and (b) are significant because they impede Ofcom's ability to assess whether a particular broadcast raises potential issues under the relevant codes. This affects Ofcom's ability to carry out its statutory duties in regulating broadcast content.

We considered the circumstances surrounding Llandudno Community Radio's failure to provide a recording, as well as the steps it has taken to reinstate the recording equipment and to prevent similar problems in the future. However, the failure by the Licensee to record and provide the material prevented us from assessing it. Therefore, Ofcom's Decision is that the Licensee was in breach of Licence Conditions 8(2) (a) and (b).

Breaches of Licence Conditions 8(2) (a) and (b) in Part 2 of the Schedule to the community radio licence held by Llandudno Community Radio Limited (licence number CR000156BA).

Broadcast Fairness and Privacy cases

Upheld

Complaint by Mr Sharnbir Singh Sangha about *Sri Guru Singh Sabha Election Debate, Sangat TV, 30 September 2017*

Summary

Ofcom has upheld this complaint made by Mr Sharnbir Singh Sangha of unjust or unfair treatment in the programme as broadcast.

The debate programme included representatives from the three groups standing for election to the management committee of the Sri Guru Singh Sabha Gurdwara (the "Gurdwara") in Southall, west London. During the programme, representatives from the Sher Group made allegations about a potentially fraudulent financial arrangement between Mr Sangha and another person for a substantial amount of money.

Ofcom found that:

- the broadcaster did not take reasonable care to satisfy itself that material facts had not been presented, disregarded or omitted in a way that was unfair to the Mr Sangha.
- the broadcaster should have provided Mr Sangha with an appropriate and timely opportunity to respond to the allegations being made in order to avoid unfairness to him.

Programme summary

On 30 September 2017, Sangat TV broadcast an edition of the debate programme entitled *Sri Guru Singh Sabha Election Debate*, in which a panel of guests discussed the manifestos of the three groups standing in the then forthcoming election, on 1 October 2017, of the management committee to the Sri Guru Singh Sabha Gurdwara (the "Gurdwara") in Southall, west London.

As the programme was broadcast in Punjabi, an English translation was prepared by Ofcom and provided to the complainant and the broadcaster for comment. Mr Sangha provided comments on the translation. Ofcom considered Mr Sangha's comments and made amendments where appropriate. A final translation was sent to the parties who were informed that Ofcom would use this translation for the purposes of its investigation.

The programme's presenter introduced the programme and the panellists who were there to represent the three groups standing for election: the Sher Group, the Tera Panth Vasey Group and the Baaj Group.

The presenter asked Mr Gurmail Singh Malhi, a representative of the Sher Group, which formed the incumbent management committee of the Gurdwara at the time, about what they had achieved in office, the reason they were unable to achieve some of the policies set out in their manifesto, and the plans they had for the Gurdwara. Mr Malhi explained the various achievements of the Group, and said:

"The special contracts that had been set up were also brought by us before the religious community. These contracts have caused hundreds of thousands of pounds of loss. We tried to bring awareness of these to the congregation about this".

Later, the presenter asked Mr Malhi about the amount of debt which had been paid off a loan owed by the Gurdwara. Mr Malhi explained the amount of money which the Sher Group had paid towards the loan, he then said:

"There was £666,000 worth of improper contracts, with £130,000 that was paid. The architect who was involved with the plan for Park Avenue [i.e. the Gurdwara site] was paid £100,000 for his proposals over three years. With the school project, there was £1,900,000 already paid out before the building had even commenced. There is an email to the architect in which £200,000 was offered, that we've kept £200,000 for you [i.e. Mr Sangha, the complainant]".

The presenter then held up a number of documents, the content of which was not legible, and Mr Malhi said:

"I'm showing bank statements and the Charity Commission's website as proof. I am not making anything up. I have already shared this with a video and if anyone wants to check it, it's available for the congregation".

Mr Manjit Singh, the representative for the Baaj Group, said in response:

"He says it was nine hundred. In the manifesto, it says it was £1.9 million. It's a totally contradictory statement. As for the point about the £200,000, I challenged him before and I do it again in front of the whole community. If you can show a single penny being paid there, I will personally write a cheque to Mr Gurmail Singh Malhi myself. If this is not true, then give £200,000 to the Gurdwara".

The following conversation then took place between the presenter, Mr Malhi and the other representative of the Sher Group, Mr Sohan Singh:

Presenter: *"You're saying that the £200,000 was never paid?"*

Mr Malhi: *Community, this is the email of the architect. You can read it [Mr Malhi passed a document to a representative of the Tera Panth Vasey Group]. This email came from the architect to the employer. In it, they asked for a fee of £1.44 million, which is 14%, including your fee of £200,000. Unfortunately, the committee weren't in power at the time and the email came to us instead. We're not saying they paid the money, but they had earmarked £200,000. On the one hand, the Gurdwara must pay its employees and on the other hand, there's a fee of £200,000 being handed out. What is the architect offering for this, that's my question?*

Presenter: *Mr Manjit Singh, this thing that he's referring to. Yes, I'm asking you –*

Mr Manjit Singh: *I don't need to see these papers, because they are artificial and fake. They did not start a single project in their 3 year tenure and there was no planning submitted to Ealing Council for any project. They paid £120,000 to an architect. Nothing came of it. If they had done anything, why didn't*

they tell the community about it? These are fake things, talk of a CPO [compulsory purchase order] and other things. Nothing will happen.

Presenter: *Okay, can you answer this question?*

Mr Sohan Singh: *...we aren't a club here, we're a Gurdwara. We are giving you honest facts and figures. Mr Manjit Singh has conveniently forgotten when he talks about 1993 [elections] that he joined himself in 2000. I have been in the Gurdwara since '94. There was the Sher Group then and a splinter group formed, which was the Baaj Group in 2000. I only want to give you facts and figures. The Park Avenue project was built for £1.2 million. They were not associated with this at the time, neither was their committee in power. He's just reading what he's been given to say here. As for the two points: the £200,000 issue, when we came into power, we received papers [that] the ACP architect was owed £200,000 which he was going to give to the employee of the Gurdwara [i.e. the complainant]. We made enquiries with four people on the committee. All those connected with the Gurdwara, take note. They were: Sardar Bahadur Singh, Darshan Singh, Sardar Himmat Singh, the president at the time, and Mr Garcha. We asked them about this £200,000 contract which the architect was going to give to whom and why. We invited Bahadur Singh and Darshan Singh to explain the circumstances around this contract. We said it was fine. We didn't want to take them to court. Our Sher committee has not taken anyone to court. I want to make it clear, because they always twist... [presenter interrupted].*

Presenter: *Mr Samra, you give your answer, as time is very limited [several people talking over each other].*

Mr Manjit Singh: *Let everyone speak with equal time allocation...*

Mr Sohan Singh: *One minute only. They pursued cases themselves. My friend talks about a £100,000. We have lost three cases, we have shut them down. We have not pursued cases ourselves nor do we want to do any. We want to be in the court of the sangat [i.e. the congregation]. In the interests of the community, we have acted with transparency with the community, from '94 to 2000...".*

The representatives continued to debate with each other and there was no further reference to the complainant in the programme.

Summary of the complaint and the broadcaster's response

The complaint

- a) Mr Sangha complained that he was treated unjustly or unfairly in the programme as broadcast because a representative of the Sher Group "accused him of financial impropriety" which included an allegation that he had colluded with an architect to be paid £200,000 and fraudulently taken charitable donations.

Mr Sangha said that he was identifiable to viewers as the Gurdwara employee being

referred to in the programme because prior to the broadcast of the programme, Mr Malhi had used social media to publicise the allegations and had named him as the Gurdwara employee who was the subject of the allegations. Further, Mr Sangha said that during the programme, Mr Malhi directed viewers to a video in which he spoke about the allegations and named Mr Sangha as the Gurdwara employee who was the subject of the allegations.

- b) Mr Sangha complained that he was not provided with an appropriate and timely opportunity to respond to the above allegations made in the programme.

Broadcaster's response

Sangat TV said that only contesting candidates from each group qualified as acceptable representatives for the programme. It said the representatives who were not contesting candidates were only allowed to participate on the mutual agreement of the other groups taking part.

Sangat TV said that Mr Sangha was not the subject matter of the programme and his name "was never mentioned anywhere" and it was "surprised that he even made a complaint".

Sangat TV also said that no one from the Sher Group said that Mr Sangha or an employee had taken £200,000 fraudulently, they only responded to Mr Manjit Singh's comments. Sangat TV added that Mr Malhi only referred to the video in the programme because it mentioned the Group's achievements. Further, the broadcaster said that any inference that Mr Sangha was drawing upon himself was not supported by what was said in the programme. In addition, the broadcaster said that the presenter did not ask any questions to the participants which resulted in any direct or indirect reference being made to Mr Sangha. Sangat TV therefore said that Mr Sangha was not treated unjustly in the programme because nothing was said about him and Mr Manjit Singh, the person representing the Baaj Group, was able to respond to any claims being made.

Ofcom's Preliminary View

Ofcom prepared a Preliminary View on this case that the complaint should be upheld. Both the complainant and the broadcaster were given the opportunity to make representations on the Preliminary View. Both parties submitted representations, which are summarised below.

Complainant's representations

Mr Sangha said that he was not a candidate in the elections. He said that prior to the broadcast of the programme he had told Sangat TV not to make any allegations about him in the programme, or that they should invite him to take part in a debate if necessary.

Mr Sangha said that the broadcaster was aware that the allegations being made in the programme about him were false yet allowed them to be made.

Broadcaster's representations

Sangat TV said that despite its best efforts it could not prevent the "mudslinging trend developed by both rival groups" which had "happened historically on every election". It said

that nothing intentionally was planned against Mr Sangha. The broadcaster also said that it accepted Ofcom's view that in such situations its presenters must fully comprehend the implications and direct the participants to be objective and focused.

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 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 in this case, we carefully considered all the relevant material provided by both parties. This included a recording of the programme as broadcast, a translated transcript of it, and both parties' written submissions. Ofcom also took careful account of the representations made by the parties in response to being given the opportunity to comment on Ofcom's Preliminary View on this complaint. After careful consideration of the representations, we considered the points raised did not materially affect the outcome of Ofcom's decision to uphold the complaint.

When considering complaints of unjust or 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"). In addition to this rule, Section Seven (Fairness) of the Code contains "practices to be followed" by broadcasters when dealing with individuals or organisations participating in, or otherwise directly affected by, programmes, or in the making of programmes. Following these practices will not necessarily avoid a breach of Rule 7.1 and failure to follow these practices will only constitute a breach where it results in unfairness to an individual or organisation in the programme.

- a) Ofcom considered Mr Sangha's complaint that he was treated unjustly or unfairly in the programme because a representative of the Sher Group "accused him of financial impropriety" which included an allegation that he had colluded with an architect to be paid £200,000 and fraudulently taken charitable donations.

In considering this complaint, we had particular regard to Practice 7.9:

"Before broadcasting a factual programme, including programmes examining past events, 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...".

Ofcom's role is to consider whether the broadcaster took reasonable care not to present, disregard or omit material facts in a way that resulted in unfairness to the Mr Sangha. 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. Therefore, Ofcom began by considering whether the matters complained of had the potential to materially and adversely affect viewers' opinions of Mr Sangha in a way that was unfair.

We first considered whether Mr Sangha was identifiable in the programme. We took into account that Mr Sangha was not named in the programme. However, we recognised that the programme did state that an email from the architect had been sent to an employee of the Gurdwara during a period when the Baaj Group was the serving Management Committee of the Gurdwara. In addition, the complainant said that this allegation of "fraud" had been made by Mr Malhi in a publicly accessible video where Mr Sangha said that he had been named and identified as the subject of this allegation. We also recognised that during the programme after Mr Malhi spoke about the £200,000 fee, he said "*...I am not making anything up. I have already shared this with a video and if anyone wants to check it, it's available for the congregation...*". We therefore considered the programme had referred to this video and the audience were directed to watch it. We also considered that it was unlikely that anyone would associate themselves with the comments made in the programme, for any other reason than a genuine belief that they were the subject of the comments made. Taking these factors into account, we considered that it was likely that Mr Sangha was, at least, potentially identifiable to the viewers to the programme as the employee being referred to in the programme. Being satisfied that Mr Sangha was identifiable as the subject of the allegation, we therefore went on to consider whether the comments made in the programme resulted in any unfairness to Mr Sangha.

As set out in the "Programme summary" above, Mr Malhi and Mr Sohan Singh both claimed that an email had been sent to the Baaj Group employee [i.e. Mr Sangha], from an architect who had been working on a school project for the Gurdwara. In this email, the representatives claimed that the architect had told Mr Sangha that £200,000 was being given to him but that no explanation had been given as to the reason he was to receive this money.

We recognised that the programme did not state that Mr Sangha had ever received the £200,000, however, we considered that viewers, at the very least would have considered that a substantial amount of money had been offered to, and set aside for, Mr Sangha, and that no clear explanation had been provided as to the reason why he had been offered this money. We therefore considered that this had the clear potential to materially and adversely affect viewers' opinions of Mr Sangha because it would have, in our view, suggested to viewers that Mr Sangha had used his position in the Gurdwara in order to benefit financially from a project which was being paid for by the Gurdwara and that no one was able to explain or justify the reason he had been offered this money. We therefore considered that this had the potential to suggest to viewers that Mr Sangha had acted inappropriately and dishonestly.

We understood that the programme was broadcast live, and we recognise that such programmes can present particular challenges to broadcasters. Participants can sometimes make unexpected comments. It is Ofcom's view, therefore, that for live programmes it may be, but is not always, possible for the broadcaster to obtain responses from others prior to, or during, the programme. However, in such circumstances, broadcasters need to be particularly aware that they have a duty to ensure that reasonable care is taken that the broadcast material is consistent with the

requirements of the Code. It must not mislead viewers or portray people or organisations in a way that is unfair.

We took into account that in response to the claim, the representative from the Baaj Group challenged Mr Malhi to prove that £200,000 had been paid to a Baaj Group employee. He also said that the papers which Mr Malhi was relying on were “*artificial and fake*”. However, we did not consider that this sufficiently responded to the claim being made in the programme that money had been set aside for Mr Sangha, regardless of whether it had actually been paid. We also took into account that the comments were made during a debate programme about the upcoming Gurdwara elections and, as such, we considered viewers would have expected the programme to be limited to discussions about each of the parties’ aims and manifesto pledges. Despite this, the presenter allowed the two representatives of the Sher Group to express views about a particular individual i.e. Mr Sangha, when he was unable to provide his specific response to the claim.

Taking all these factors into account, we considered the comments made in the programme had the clear potential to materially and adversely affect viewers’ opinions of Mr Sangha in a way that was unfair to him. Therefore, in the particular circumstances of this case, Ofcom considered that the broadcaster did not take reasonable care to satisfy itself that material facts had not been presented, disregarded or omitted in the programme, and that this resulted in unfairness to Mr Sangha.

- b) We next considered the complaint that Mr Sangha was treated unjustly or unfairly in the programme because he was not given an appropriate and timely opportunity to respond to the above allegation made in the programme.

In considering this aspect of the complaint, we had particular regard to Practice 7.11:

“if a programme alleges wrongdoing or incompetence or makes other significant allegations, those concerned should normally be given an appropriate and timely opportunity to respond”.

For the reasons given in head a) above, we considered that the comments made in the programme amounted to significant allegations about Mr Sangha. Therefore, in accordance with Practice 7.11, the broadcaster should have offered Mr Sangha an appropriate and timely opportunity to respond to it in order to avoid unfairness. We understood that Sangat TV had not sought Mr Sangha’s response to the allegations and we considered that its failure to do so, was unfair to Mr Sangha.

Ofcom has upheld Mr Sangha’s complaint of unjust or unfair treatment in the programme as broadcast.

Not upheld

Complaint by Mr Sharnbir Singh Sangha about *Sri Guru Singh Sabha Election Debate, Akaal Channel, 28 September 2017*

Summary

Ofcom had not upheld this complaint made by Mr Sharnbir Singh Sangha of unjust or unfair treatment in the programme as broadcast.

The debate programme included representatives from the three groups standing for election to the management committee of the Sri Guru Singh Sabha Gurdwara (the "Gurdwara") in Southall, west London. During the programme, a representative from the Sher Group made allegations about Mr Sangha potentially receiving a fee from another company for a substantial amount of money and pursuing legal action against the Sher Group while it was the serving management committee of the Gurdwara.

Ofcom found that:

- the comments about Mr Sangha would not have materially and adversely altered viewers' perceptions of him in a way that was unfair. In these circumstances, material facts were not presented, disregarded or omitted in a way that was unfair to Mr Sangha.
- it was not necessary in the particular circumstances of this case for the broadcaster to have provided Mr Sangha with an appropriate and timely opportunity to respond in order to avoid unfairness to him.

Programme summary

On 28 September 2017, Akaal Channel broadcast an edition of the debate programme entitled *Sri Guru Singh Sabha Election Debate*, in which a panel of guests discussed the manifestos of the three groups standing in the then forthcoming election, on 1 October 2017, of the management committee to the Sri Guru Singh Sabha Gurdwara (the "Gurdwara") in Southall, west London.

As the programme was broadcast in Punjabi, an English translation was prepared by Ofcom and provided to the complainant and the broadcaster for comment. Mr Sangha provided comments on the translation. Ofcom considered Mr Sangha's comments and made amendments where appropriate. A final translation was sent to the parties who were informed that Ofcom would use this translation for the purposes of its investigation.

The programme's presenter introduced the programme and the panellists who were there to represent the three groups standing for election: the Sher Group, the Tera Panth Vasey Group, and the Baaj Group. Each group outlined the reason it should be elected to manage the Gurdwara before being given the opportunity to put questions to their opponents. Mr Gurmail Singh Malhi, a representative from the Sher Group, asked Mr Manjit Singh, a representative from the Baaj Group, about the amount of money the Baaj Group had donated to charity when it had been the management committee. They also spoke about the amount of money paid towards a loan owed by the Gurdwara. The following conversation then took place:

- Mr Malhi: *"As for the special contract that they gave to an employee [i.e. Mr Sangha, the complainant], they gave £1,030,000. As for the planning works going on around the Park Avenue site [i.e. the Gurdwara site], that amounts to a £100,000. £70,000 is legal costs to deal with cases.*
- Presenter: *A direct question.*
- Mr Malhi: *£670,000...so, the grand total is £3,436,000. Monthly, what is left is £95,000. For them, it ends up as £83,000. So, despite their experience of 20 years against our three years of experience, we have saved £12,000 more than them.*
- Presenter: *So, they haven't saved as much as you have been able to?*
- Mr Malhi: *Exactly.*
- Mr Singh: *This information is totally 101 per cent wrong. They simply settled a £900,000 loan. The things they are saying about an employee, they have already offered their apologies for – in written form. I will give them the written document.*
- Presenter: *Do you have it with you now?*
- Mr Singh: *One minute...[Mr Singh handed the presenter a document] look these are the signatures.*
- Mr Malhi: *Our priority has always been protecting the sanctity of the Gurdwara.*
- Mr Singh: *There's another one here. They apologised over this one too – to Himmat Singh.*
- Presenter: *Which one is this?*
- Mr Singh: *They told Himmat Singh this man is pretty good. It has his signature on it.*
- Presenter: *It's ongoing, it's ongoing.*
- Mr Malhi: *This happened on the other TV channel. Restricting my time.*
- Presenter: *You've had your chance to speak too. What's your response to this? [the presenter showed Mr Malhi the document which had been handed to him by Mr Singh].*
- Mr Malhi: *We've always respected the religious fraternity, before and in recent times. They removed eight of our people and, yet the Sher group did not pursue any legal action, because of our respect for the Gurdwara. If we were restrained over the removal of our people, why did Himmat Singh or Garcha become so bothered about being removed? They could have waited a term. They spent hundreds of thousands on cases against us, with the money of the community being spent in the courtroom.*

Presenter: *Did you apologise?*

Mr Malhi: *Apology wise, it should have been the responsibility of the person who, during negotiations, recognised that there was a man of older age crying here who has worked for the community. They could have set it aside rather than drag the issue into the courts and waste the people's money. Another thing, there was an agreement in which hours and flexibility of employment was presented to the judge and costs could have been increased.*

Presenter: *What do you say about the cost to the community and the distress brought to an old man by this?*

Mr Singh: *I think he should speak a bit of truth, if only ten per cent of truth. This never happened. Look at the wording here. 'The Executive Committee wishes to make it clear that there was never any intended or actual imputation or financial irregularity or wrongdoing against Himmat Singh Sohi'. When it never happened... look Doctor, you've been to courts yourself, I'm sure. Has it ever happened that a judge has said here's an old man let him off and just exchange apologies?*

Presenter: *It is possible that it could happen, depending on circumstances.*

Mr Singh: *They apologised and conceded that Himmat Singh is an honest man".*

The representative from the Tera Panth Vasey Group then asked: *"When this case happened, had the Baaj party acted against the Sher party or against the Gurdwara?"* The following conversation then took place:

Mr Singh: *"The committee removed them and then formally apologised over this in the court. The same case. Look, Doctor [the presenter], we'd like a recording of this because the person [i.e. the complainant] who is involved here, he wants to ensure that the court order – which says not to discuss the matter outside – should be respected. It's written. Everything is in writing [Mr Singh held up a document].*

Mr Malhi: *We only wanted to save the Gurdwara's money and settle things.*

Presenter: *The question was that this issue should not have been discussed outside the court.*

Mr Malhi: *Well, given that the question is being asked in a public forum, we must answer it in a public forum as well. We can't simply respond in private, can we? When you're spending hundreds of thousands on asking the question, you will have to answer for it too.*

Mr Singh: *They came to me over this issue and I told them that when you remove someone from their post, at least six months of salary should be paid. Give the person six months' salary and be done with it. This was to be settled with £20,000, but he refused. He turned to the courts, spending £80,000. If it had gone even further the costs would have run into the hundreds of thousands. This is his fault. He harasses other people. Even today, after the court verdict,*

they had a female clerk working for them and she was coerced by these people. They were carrying out thefts, she wanted to report it to the police, and they harassed her and had her removed. In the court, two of their committee members accepted that they discriminate against female staff”.

Mr Malhi: *“In 2008, when our committee took over, an email was received from the ACP company. In it, it is stated clearly [Mr Malhi read from a document he was holding] that there is a contract for fourteen million something... and there’s a fee for £1.44 million which is just over 14 per cent – including £200,000 for your [i.e. the complainant’s] fee, who is a representative.*

Presenter: *Okay, okay. Let’s just...this debate will go on. Let’s go to the next point.*

Mr Singh: *What’s he said...? He’s a complete liar. What he’s read -*

Presenter: *But it is written¹.*

Mr Singh: *- there’s no money...nobody has given anyone any money. They had two committees in 2008; why didn’t they report this to the police then? Why didn’t it go to court? Actually, the same person who was involved in this case offered an apology [Mr Singh held up the same document which he held up earlier in the programme]”.*

The presenter then said: *“Let’s go to the next point as time is of the essence”* and asked Mr Malhi if he had anything else he wanted to ask the other representatives. The conversation continued:

Mr Malhi: *“So that was £200,000 to be given to them. The other thing is £87,000 was brought to the notice of Balwant Gill². There doesn’t seem to be any response to this. Beyond that, there is proof here...*

Presenter: *Are you asking a question?*

Mr Malhi: *Yes. The cheques that were issued, there is proof of them. There are stamps here, but payment went to other people. These are the reasons...because only Dr Garcha can answer these things. This poor chap is unable to answer.*

Presenter: *Do you have a direct question to ask? Were all the issued cheques fake?*

¹ After Ofcom issued its Preliminary View, the complainant commented on Ofcom’s translation despite having already agreed that the translation was accurate and that Ofcom could rely on the translation for the purpose of its investigation. We considered the comments, made amendments where appropriate and reissued the translation to the parties. In this instance *“But it is written”* was added to the translation.

² As above, in this instance the translation was amended from *“put on notice for Balwant Gill”* to *“brought to the notice of Balwant Gill”*.

- Mr Malhi: *The cheques were issued. The builders never existed. The stamp cited S S Singh [i.e. the complainant], but the cheques were actually paid to people with other names.*
- Presenter: *Manjit Singh, what do you have to say to this?*
- Mr Singh: *There's nothing, look... first, he talked about £200,000...*
- Presenter: *Show him a copy of the cheque...Manjit ji, does the company exist? He says the company that you issued cheques to doesn't exist.*
- Mr Malhi: *Look at the signatures, they issued the cheques.*
- Presenter: *Who is P S Thal?*
- Mr Malhi: *No, that's who they paid. P S... don't take the name.*
- Presenter: *Is there a company here?*
- Mr Malhi: *No, he has no company.*
- Presenter: *How was he paid the money?*
- Mr Malhi: *The money was paid in the name of G S Singh builders.*
- Presenter: *So, the cheque went to him...Manjit ji, what do you have to say in response?*
- Mr Singh: *How many thousands was the cheque for?*
- Mr Malhi: *There's one here for £6,000 [Mr Malhi referred to a document], there's one for £7,000....*
- Presenter: *[the presenter referred to the document] There's a cheque for £6,000, there's one for £2,182, there's one for £61,000. Then there's one for £7,245.*
- Mr Singh: *Those people did work...*
- Presenter: *But he's saying the company doesn't exist.*
- Mr Singh: *No, look. What happened is that the people who had done the work, they didn't have accounts, so they said give it to 'ABC Singh' and he'll give us the cash. You should ask him about the £5,000 cheque that was given to the man who fell off the scaffold. It was paid to somebody else. They recorded the name of an illegal person in their accident book. That poor person, if he was legal, he would have gotten a pension out of this. As for the £200,000 issue...*
- Presenter: *We didn't get the original answer from you.*
- Mr Singh: *Look, all this six and seven thousand stuff, which comes to £13,000, well, that's for work that was done by people. There's proof for what kind of work*

they did, and cheques were issued to them. You should ask him, this £200,000 matter is from 2007.

Presenter: *Did this happen?*

Mr Malhi: *As far as the accident is concerned, it happened.*

Presenter: *No, but he's saying the cheque went to someone else.*

Mr Malhi: *No, his parents had fallen ill. You see Sri Guru Singh Sabha didn't just send one payment, there were multiple payments sent. All the charities were sent account-to-account payments with no cash sent. The things that he's talking about, he doesn't want to believe any facts. He doesn't accept the information on the Charities Commission website. I'm showing the account balance statement...I'm showing of proof of emails arrived today...*

Mr Singh: *I would like to challenge, with love, that if we didn't settle a three million seven hundred loan, then either he will drop his candidacy, or I will. He doesn't accept this.*

Presenter: *I think he does accept it.*

Mr Singh: *As for the £200,000 matter, that is an issue from 2007. In 2008, their committee came in. They were also in in 2014. Why didn't they inform the police? Why no reports? Why no audits?*

Mr Malhi: *Is there no time limit?*

Presenter: *As for time limits, we're doing a lot of to-and-fro. You finish what you have to say and then Mr Malhi will speak. You speak.*

Mr Singh: *The two hundred thousand matter...nobody took £200,000, there was no issue. I challenge Mr Malhi...I will remove my name from the contest tomorrow if he can prove anything – or else he should stand down. Let me finish what I have to say. I repeat that your committee was in power twice and for six years you were in charge of the Gurdwara. Why didn't you inform the police? Does this mean you were involved yourselves?*

Mr Malhi: *It was our effort that complaints should go to the trustees and Garcha and Sohi should be called and asked where all the money went. We don't want to spend the Gurdwara's money in the court; we want to end that. There is proof here about the £200,000 and what went to who. Then, £87,000 were given...".*

The representatives continued to debate with each other. There was no further reference to the complainant in the programme.

Summary of the complaint and the broadcaster's response

The complaint

- a) Mr Singh complained that he was treated unjustly or unfairly in the programme as broadcast because a representative of the Sher Group:
 - i) "accused him of financial impropriety" which included an allegation that he had been paid £200,000 and £87,000, and had fraudulently taken charitable donations.
 - ii) alleged that he had spent the community's money to pay for a court case, when in fact, he had used his own money.

Mr Singh said that he was identifiable to viewers as the Gurdwara employee being referred to in the programme because prior to the broadcast of the programme, Mr Singh Malhi had used social media to publicise the allegations and had named him as the Gurdwara employee who was the subject of the allegations.

- b) Mr Singh complained that he was not provided with an appropriate and timely opportunity to respond to the above allegations made in the programme.

Broadcaster's response

Akaal Channel said that this programme was a "community interest" election based programme where all party leaders, who were participating in the 2017 Gurdwara Management Committee election, were invited. Akaal Channel added that it ensured that the same number of people from each party were invited and each party was given the same amount of time to speak during the programme.

Akaal Channel said its presenter made sure that no personal allegations were made about anyone. It said that Mr Sangha was not named or referred to in the programme, nor did the programme claim that Mr Sangha had fraudulently taken £200,000 and £87,000, or that he had spent the community money to pay for court cases.

Having reviewed the programme, Akaal Channel said that the claims which Mr Sangha said had been made about him were not in the programme. In particular, Akaal Channel said that Mr Malhi had blamed the Baaj Group for giving special contracts to employees and had named specific people, but not Mr Sangha, who had taken cases against the Gurdwara to court which resulted in community money being spent to defend the claims. It said also that Mr Balwant Gill was named in relation to the £87,000, and that Mr Malhi had said that the name on the cheque was "S S Singh". Akaal Channel said that if this latter reference by Mr Malhi related to the complainant, then he would have said the cheque was stamped "S S Sangha".

Ofcom's Preliminary View

Ofcom prepared a Preliminary View on this case that the complaint should be not upheld. Both the complainant and the broadcaster were given the opportunity to make representations on the Preliminary View. Only the complainant submitted representations, which are summarised below.

Mr Sangha said that prior to the broadcast of the programme he had contacted Akaal Channel informing them not to make any allegations about him in the programme or to invite him to take part in a debate if necessary. Mr Sangha also repeated his claim that Mr Malhi had used social media to publicise the allegations and had named him as the Gurdwara employee who was the subject of the allegations. Mr Sangha said that the programme made serious allegations that he had committed fraud against the Gurdwara.

Mr Sangha also said that it was not clear that the reference in the programme to the payment of £87,000 was an allegation made against Mr Gill. Mr Sangha said that Mr Gill was a founding trustee of the Gurdwara and said that an allegation of this nature would not have been made against Mr Gill.

Mr Sangha said that he was not a candidate in the elections or any previous elections. He said that he was an employee "who has been sucked into the political infighting at this charity". Mr Sangha said that Ofcom's Preliminary View gave the impression that he was "part and parcel of the Baaj Group" and that Mr Singh spoke on his behalf. Mr Sangha said that Mr Singh was a Baaj Group candidate and did not represent him in any capacity, nor had he been fully informed about Mr Sangha's case in order to respond appropriately to the claims being made in the programme. Mr Sangha said that only he was in a position to respond to the claims being made in the programme.

Mr Sangha also disputed Ofcom's view that the presenter had prevented further claims from being made about him in the programme and described it as "pre-planned window dressing by the presenter". Mr Sangha also said that the presenter had supported the allegation being made against him in relation to allegedly being paid £200,000 by stating "*but it is written*". Mr Sangha said that a third of the programme was spent making personal allegations against him and that the presenter had allowed the personal attacks to escalate. He also added that the programme had not devoted more time to make personal attacks than to discuss the Group's manifestos.

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 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 in this case, we carefully considered all the relevant material provided by both parties. This included a recording of the programme as broadcast, a translated transcript of it, and both parties' written submissions. Ofcom also took careful account of the representations made by the complainant in response to being given the opportunity to comment on Ofcom's Preliminary View on this complaint. After careful consideration of the representations, we considered the points raised did not materially affect the outcome of Ofcom's decision not to uphold the complaint.

When considering complaints of unjust or 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"). In addition to this rule, Section Seven (Fairness) of the Code contains "practices to be followed" by broadcasters when dealing with individuals or organisations participating in, or otherwise directly affected by, programmes, or in the making of programmes. Following these practices will not necessarily avoid a breach of Rule 7.1 and failure to follow these practices will only constitute a breach where it results in unfairness to an individual or organisation in the programme.

- a) Ofcom considered Mr Sangha's complaint that he was treated unjustly or unfairly in the programme because he was "accused him of financial impropriety" which included an allegation that he had been paid £200,000 and £87,000 and had spent the community's money to pay for a court case, when in fact, he had used his own money.

In considering this complaint, we had particular regard to Practice 7.9:

"Before broadcasting a factual programme, including programmes examining past events, 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...".

Ofcom's role is to consider whether the broadcaster took reasonable care not to present, disregard or omit material facts in a way that resulted in unfairness to the Mr Sangha. 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. Therefore, Ofcom began by considering whether the matters complained of had the potential to materially and adversely affect viewers' opinions of the Mr Sangha in a way that was unfair.

We first considered whether Mr Sangha was identifiable in the programme. We took into account that Mr Sangha was not referred to by his full name in the programme. However, we recognised that Mr Malhi did state that an email from a company had been sent to a representative of the Baaj Group during a period when the Baaj Group was the serving Management Committee of the Gurdwara. Also, the complainant had provided Ofcom with a document in which he had been named and which the complainant said had been published in a newspaper. During the programme, Mr Singh appeared to hold up and refer to the same document in response to Mr Malhi's claims about a Baaj Group representative (described in this way in the programme by Mr Malhi). Taking these factors into account, we considered that it was likely that Mr Sangha was, at least, potentially identifiable to the viewers to the programme as the person being referred to in the programme. We recognised that Akaal Channel disputed that Mr Malhi's reference to "S S Singh" was a reference to the complainant. However, we considered that it was unlikely that anyone would associate themselves with the comments made in the programme, for any other reason than a genuine belief that they were the subject of the comments made. Therefore, given all the above, we took the view that Mr Sangha would have been potentially identifiable from the programme and that it was likely that at least some viewers may have considered that "S S Singh" was a reference to the complainant. Being satisfied that Mr Sangha was identifiable as the subject of the allegations, we

therefore went on to consider whether the comments made in the programme resulted in any unfairness to Mr Sangha.

- i) Ofcom considered the complaint that an allegation was made in the programme that Mr Sangha had been paid £200,000 and £87,000.

As set out in the "Programme summary" above, Mr Malhi claimed that an email had been sent to a Baaj Group representative [i.e. Mr Sangha], from "ACP company". In this email, Mr Malhi claimed that the company had told Mr Sangha that £200,000 was being given to him "for your fee". Mr Malhi also stated: "*The other thing is £87,000 was brought to the notice of Balwant Gill. There doesn't seem to be any response to this*".

We recognised that the programme did not state explicitly that Mr Sangha had actually received the £200,000 referred to, however, we considered that viewers would have considered, at the very least, that a substantial amount of money had been offered to Mr Sangha, for "his fee". We also considered that while Mr Malhi did not make any specific claims about this fee, the fact that Mr Malhi raised this issue in the programme, alongside other claims of financial impropriety against the Baaj Group generally, may have presented an adverse inference to viewers that there was something suspicious and untoward in the conduct of the Baaj Group and its representatives, including Mr Sangha who Mr Malhi identified as being a Baaj Group representative.

We took into account that the programme was a debate programme between the three groups running in the Gurdwara elections and that the claim was made by a representative of the Sher Group. Taking this context into account, we also recognised that Mr Malhi made only a vague reference to a £200,000 fee. We also took into account that the presenter attempted on two occasions to prevent the representative from making any further claims about Mr Sangha by asking Mr Malhi to "go to the next point". We took into account the complainant's representation on the Preliminary View that the representative from the Baaj Group, Mr Singh, was unable to respond to the allegations on his behalf. However, we considered that Mr Singh responded to the claim saying: "*he's [i.e. Mr Malhi] a complete liar*"; "*there's no money...nobody has given anyone any money*"; and, "*the two hundred thousand matter...nobody took 200,000, there was no issue*". It was our view that the allegation surrounding Mr Sangha and the £200,000 was robustly refuted by Mr Singh. Therefore, we did not consider that the inclusion of this claim, in itself, would have been likely to have materially or adversely affected viewers' opinion of Mr Sangha in a way that was unfair.

In relation to the reference in the programme to the payment of £87,000, we took into account the broadcaster's submission that this claim was made against Mr Gill, and not Mr Sangha. We also took into account the complainant's representations in response to Ofcom's Preliminary View on the accuracy of Ofcom's translation and the position of Mr Gill at the Gurdwara. We observed that Mr Mahli stated in the programme: "*... The other thing is £87,000 was brought to the notice of Balwant Gill. There doesn't seem to be any response to this*". We considered that it was clear that the programme claimed that another financial irregularity at the Gurdwara was identified and brought to the attention of Mr Gill. However, while we recognised that this claim was made directly after the allegations about Mr Sangha receiving a

£200,000 fee, we considered that viewers were more likely to have understood this comment to be a reference to the Baaj Group more generally rather than being a specific allegation against Mr Sangha. Therefore, we considered that there was no unfairness to Mr Sangha in this respect.

- ii) We then considered the complaint that the programme alleged that Mr Sangha had spent community money on a court case, when in fact, he had used his own money.

As set out in the "Programme summary" above, Mr Malhi claimed that: "*money of the community*" was "*being spent in the courtroom*"; and that: "*we only wanted to save the Gurdwara's money and settle things*". Mr Malhi also stated that the Sher Group had not pursued legal action "*because of our respect for the Gurdwara*" and that "*we don't want to spend the Gurdwara's money in the court; we want to end that*".

In our view, Mr Mahli did not state specifically in the programme that Mr Sangha had used the Gurdwara's money to fund his court case. Rather, we considered that Mr Malhi had claimed that the community's money had been used to defend legal claims brought against the Sher Group, and that this included a court case in which the Sher Group had settled with Mr Sangha. However, we took into account the relevant context as set out above, and while we recognised that Mr Malhi did state that: "*we only wanted to save the Gurdwara's money*" in reference to Mr Sangha's court case, Mr Malhi had also raised similar concerns about other claims which he said had been brought by other Baaj Group members. Taking these factors into account, we did not consider that Mr Mahli's references to the Sher Group spending money to defend legal claims was directed specifically at Mr Sangha, nor did we consider that viewers would have understood or likely to have interpreted it in this way. We considered that viewers were more likely to have understood the comments as referring to the Baaj Group generally, rather than specific individuals. Therefore, we did not consider that the inclusion of Mr Mahli's comments, in themselves, were likely to have materially or adversely affected viewers' opinion of Mr Sangha in a way that was unfair.

Taking all these factors into account, Ofcom found that the references to Mr Sangha in the programme were unlikely to have materially or adversely affected viewers' opinions of him in a way that was unfair. On that basis, Ofcom considered that material facts were not presented, disregarded or omitted in a way that resulted in unfairness to Mr Sangha.

- b) We next considered the complaint that Mr Sangha was treated unjustly or unfairly in the programme because he was not given an appropriate and timely opportunity to respond to the above allegation made in the programme.

In considering this aspect of the complaint, we had particular regard to Practice 7.11:

"if a programme alleges wrongdoing or incompetence of makes other significant allegations, those concerned should normally be given an appropriate and timely opportunity to respond".

For the reasons set out above, we considered that the programme did not contain allegations of wrongdoing or incompetence or make any other significant allegations about Mr Sangha. Therefore, we considered that there was no requirement on the

broadcaster to have provided Mr Sangha with an appropriate and timely opportunity to respond in order to avoid unfairness to him.

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

Not Upheld

Complaint by Premier Inn Limited *The Wright Stuff, Channel 5, 6 March 2018*

Summary

Ofcom has not upheld this complaint by Premier Inn Limited ("Premier Inn") of unjust or unfair treatment in the programme as broadcast.

The programme featured a newspaper story published the previous day, in which a woman accused Premier Inn of turning a homeless couple away from one of its hotels, despite her having made arrangements for them to spend the night in rooms which she had previously booked and paid for.

Ofcom found that:

- In the particular circumstances of this case, on balance, the broadcaster took reasonable care to satisfy itself that material facts had not been presented, disregarded or omitted in a way that was unfair to Premier Inn.
- On balance, Premier Inn was given an opportunity to respond to the allegations and its position was fairly reflected in the programme as broadcast. Therefore, the failure by the programme makers to contact Premier Inn prior to the broadcast of the programme did not, in the particular circumstances of this case, result in unfairness to Premier Inn.

Programme summary

On 6 March 2018, Channel 5 broadcast an edition of its weekday discussion programme *The Wright Stuff*, presented by Mr Matthew Wright and Ms Storm Huntley. The programme features a panel of guests who discuss and debate topical issues arising from news and current affairs stories of the day in front of a live studio audience, with interjections from the presenter. Viewers are invited to contribute throughout the programme by phone, text and email.

This edition of the programme featured a discussion on a newspaper story about Premier Inn, which had been accused of turning a homeless couple away from one of its hotels. Mr Wright began the discussion:

"Did a hotel discriminate against rough sleepers as it refused to accept rough sleepers in place of a pre-booked party that couldn't make it?"

Mr Wright introduced guest panellists Mr Ian Lee, Ms Clair Sweeney and Ms Daisy McAndrew, before stating:

"We're going to kick off by asking if a hotel discriminated against the homeless when it allegedly refused to accept rough sleepers in place of a pre-booked party that couldn't make it. Refused a refund on her 19 rooms, the party leader thought she would put that accommodation to good use and contacted local charities, but the hotel said it had to

turn the rough sleepers away because they failed to provide their names in accordance with the rules...".

Ms Huntley then read out the following messages from viewers who had contacted the programme about the story, which were also displayed on screen:

"RIP humanity. Why are we even here if we can't look after those in need? If your family was homeless would you turn them away? No, so what makes a stranger any different?"

"It's private property and they can do what they like. It's not up to Joe Public or the media – fact!"

In response to the messages, Mr Wright said that Premier Inn *"could have always refunded the money"*. Ms Huntley added that *"it does seem a bit tight, doesn't it?"* and Mr Wright invited viewers to continue to contact the programme and comment on whether Premier Inn had *"discriminated against rough sleepers"*. An on-screen banner stated: *"Coming up – no room at inn for homeless?"* Viewers were also asked by Ms Huntley to take part in a vote about how cold it was *"the night Premier Inn allegedly turned away two homeless people"*. Following a commercial break, Ms Huntley revealed the answer as: *"minus three degrees Celsius"*.

Mr Wright reiterated the topic of discussion while a newspaper article was displayed on the screen with the headline *"Homeless people turned away from Premier Inn hotel despite being offered rooms by paying customer"*. Mr Wright said:

"Complicated story perhaps, but I would still love your views...Yesterday's Independent told how a woman called Sarah Parker-Khan from Devon booked 19 rooms at the Premier Inn in Weston-Super-Mare near Bristol. Paying, we understand, more than £3,000 for the privilege. But, heavy snow of course meant that Sarah and her chums had to abandon the trip. Refused a refund, which I think is critical, on all 19 of these pre-booked rooms, the party leader thought that she would put them to good use instead and reached out to local charities via Facebook. Several that worked with the homeless accepted her offer of lodgings, saying that they were at crisis point. Not only that, but the caring party leader was also contacted by a woman who said she had been flooded out of her own home and needed a room for the night. Ms Parker-Khan said she told Premier Inn of her plans. 'They weren't very happy, but we gave authorisation and said that we were willing to take responsibility if any damage was caused' she explained. But when two homeless people from the charity Comfort and Warmth arrived with the room reference numbers, they were turned away because they didn't have identification, while the woman whose house was flooded was allowed in no problem. 'They didn't want undesirables' Ms Parker-Khan told the Independent, 'We've had the worst weather for years, the rooms were bought and paid for and guaranteed, yet they couldn't find a reason to let them in. It's really disappointing and obstructive'. But is it?"

Mr Wright read out the following statement from Premier Inn, which was also displayed on screen:

"Premier Inn hit back saying 'For legal, as well as guest safety and security reasons, we need the names of everybody staying in our hotels and the lead booker must be accountable for all guests. We spoke to the guest involved and informed her of this, but she failed to supply any guest names or details as we requested. We are a business with a

track record of getting homeless people off the streets. We will be reaching out to the two homelessness organisations involved'. Who we have contacted, actually, to find out if indeed the hotel has reached out. We have yet to hear back. But I do believe, that Sarah Parker-Khan is on the line now. Good Morning Sarah".

The following exchange took place between Ms Parker-Khan, Mr Wright and the panellists:

Mr Wright: *"What do you make of what Premier Inn has said, that they have a duty and that you didn't supply them with the names that they needed of these guests?"*

Ms Parker-Khan: *I think that's a really flaky response actually, if I'm being honest. Premier Inn had our details as the lead booker, they had authorisation from us, they had a guarantee from us. They also had the name and the guarantee from the chairman of the local charity that took these people over to say 'I will be responsible for these people', they had their names when they arrived. If they really were a caring organisation that were working with homeless people, and were willing to put themselves even just slightly out to accept them, they could have called me to say 'We've got Bob and Jane here at this time, are you happy for us to accept them on your behalf?' And, of course, I would have said 'absolutely, yes please let them in'. They didn't want them there from the beginning when I was trying to organise it and all the way through they were being particularly obstructive and not very helpful. So, I think on two counts Premier Inn have fallen short here, and they perhaps need to look at their policies. They need to look at their refund policy when they're dealing with extreme conditions like we've just had.*

Mr Wright: *Sarah, if you'd been offered a refund at the time, and I would imagine tens of thousands of people were in a very similar position unable to make appointments because of the weather, this wouldn't have happened. This whole thing would have gone away.*

Ms Parker-Khan: *Absolutely. I mean it was a group booking for a group of young farmers, so I mean lots of these guys don't have oodles of money and they work really hard for what they get. Even just some sympathy to say 'Okay, we can't refund you, but we can amend your booking and you can come at another time, at your convenience or when we've got space'. It would have been the right thing for them to do and yet they weren't interested, they had got their money, they didn't care what happened.*

Mr Wright: *I mean, it's already been raised on social media by some of our viewers, it's a private enterprise, a private establishment. I would imagine that somewhere above the door they say that they reserve the right to allow whoever they want in, and bar whoever they don't want in.*

Ms Parker-Khan: *Of course, but why would they not want these people to come? Are they blanket discriminating against...[interrupted by Mr Wright].*

Mr Wright: *Maybe it's the other guests. They worry that other guests would be the ones with the problem.*

Ms Parker-Khan: *Possibly, but I mean you do get people who stay in hotels who cause trouble even if they aren't homeless, you know what I mean? People who perhaps drink too much, who are a little bit rowdy or noisy in their rooms. What they're basically saying is that, anybody who is a rough sleeper or homeless, isn't good enough to come through our doors. And bearing in mind they had the money for the rooms, they were guaranteed by us and we were willing to accept any responsibility for any kind of damage. It was sub-zero temperatures, the worst weather we've had for years and years and years and yet they turned these people away at the door. It's really heartless.*

Ms McAndrew: *Sarah, I've read that they have claimed they have looked through their CCTV cameras and that there is no evidence of them turning people away. Is it the case that it didn't actually happen on the premises they just let you know that these people wouldn't be welcome, or is there a discrepancy there with the two stories?*

Ms Parker-Khan: *The people were actually taken over by a volunteer from the charity, they were taken across town to the Premier Inn. Just these two folks. I believe it was a man and a woman, I've been given a description by the charity. And Premier Inn said that they wouldn't accept them because they didn't have ID. Now, Premier Inn have made two statements, one, that nobody came and two, that they couldn't accept them because they didn't have ID. Both statements can't be true because they are contradictory. Premier Inn have got a lot to lose and the charity have got nothing to gain by not telling the truth, so I'm inclined to think that this really did happen.*

Mr Wright: *Okay Sarah, I have to leave you there, thank you very much for joining us on the phone and I'm sure a lot of people at home will be saying that as well, thank you very much for highlighting the issue of homelessness in the way that you have. We are going to have to reach back out to Premier Inn and see if we can get an updated statement based on what you've just said about their two conflicting arguments".*

The phone call with Ms Parker-Khan came to an end and the discussion continued amongst the panellists:

Ms Sweeney: *"Did they turn up to the hotel?"*

Mr Wright: *The suggestion is, from the evidence the homeless charity has, yes, they did.*

Ms Sweeney: *So, at that point you could think that it was a decision from that person working on the reception.*

Mr Wright: *Well, they'd been given advance notice. Would you have a problem...let's say you are staying at the Premier Inn at Weston-Super-Mare. Would you have a problem going down into the dining room or to the bar, feeling you're surrounded by rough sleepers?*

Ms Sweeney: *Not in the recent conditions, I mean its sub-zero temperatures and it's just, it's a humanity story isn't it? It's just, in every way it's wrong.*

Mr Wright: *Except that a private business must have the right to reject and accept who it wishes.*

Ms Sweeney: *It doesn't make it right.*

Ms McAndrew: *I do think the one silver lining, if you're grasping for a silver lining, is that this story and many others during the 'Beast from the East' snow storms and so on, have really highlighted the issue of homelessness. People do seem to be much more sympathetic and less judgemental about people on the streets, most people. I think there is a glimmer of a silver lining there.*

Ms Sweeney: *Except Premier Inn.*

Mr Wright: *Perhaps, well, they might have their reasons but like I said we will see if we can get a bit more from Premier Inn...".*

Ms Huntley read out more viewers' comments which were also displayed on screen. One comment said:

"The rooms were booked and paid for. This was an emergency situation. What kind of jobsworth would send them away in the cold?"

Ms Huntley commented that she thought it would be "really hard" for somebody to send people away in those conditions. Mr Wright said "Well, Premier Inn says they haven't got those details, they need those details for legal reasons and guest safety".

Another comment was read out by Ms Huntley:

"I guess it's other paying guests that were a concern. Not everyone is as understanding or kind".

Ms Huntley said that the guests "...were paying, just somebody else paid for them. Those rooms were paid for, they weren't being given out for free". Mr Wright added that "If you are going to make judgements about other people who were resident at the hotel you need to ask them, you can't just pre-judge what people are going to think. Did they go around and ask everybody 'how do you feel about this?'"

A third comment was read out by Ms Huntley:

"That one night in a clean and warm bed could have saved someone's life and given them hope".

Ms Huntley said that she thought this was true and read out a comment from "Ed":

"Would you want to stay in the room after? It's the council's job to house them and they've taken enough money from us".

Mr Wright and the other panellists expressed their shock at the comment and Mr Wright mentioned that Ed was not the first person who had expressed this view, and that he had seen similar views expressed on social media.

Mr Wright introduced the phone-in section of the programme:

“Right now, we are asking if this hotel discriminated against the homeless by refusing to accept a bunch of rough sleepers in place of a pre-booked party that couldn't make it. We just spoke, before the break, to Sarah Parker-Khan who booked 19 rooms at the Premier Inn in Weston-Super-Mare paying more than £3,000 for the privilege, but heavy snow meant they had to abandon the trip. Refused a refund, she offered the rooms to homeless people via Facebook. Several accepted her offer, as did a woman flooded out of her home. Ms Parker-Khan explained how Premier Inn, she told them of her plans, she promised to take responsibility if any damage was caused. But, she alleges that when two homeless people arrived with the room reference number, they were turned away, whereas the woman whose house was flooded was allowed in no problem. Discrimination against undesirables she asks? Well let's go to the phones and find out what you at home have to say”.

Ms Huntley introduced a caller, “Tracey”, who said that she thought Premier Inn's actions were “*absolutely despicable*” and shared her own personal experiences of homelessness. During the call, Mr Wright suggested that “*most people who are rough sleeping have problems with alcohol or drugs or mental health issues*” and that they might not be “*the easiest group of people to welcome into a hotel*”. A second caller, “Mark”, shared his view that the issue was not “*whether Premier Inn is good or bad*”, but the wider and more complex issue of homelessness generally. Mr Wright pointed out during the call that staff at Premier Inn were not trained to deal with issues that might come with accepting a group of “*rough sleepers*” into the hotel. A third caller, “Angela”, shared her personal experience of being homeless, and explained that a hotel in Bristol had once offered her and her husband a free room for the night after they had attempted to sleep in the hotel car park. Mr Wright responded to the story by asking “*So, you weren't at the Premier Inn then?*” before bringing this part of the programme to an end.

Mr Wright then announced that the programme makers had spoken to Premier Inn who were “*maintaining that based on the CCTV footage...and interviews with their staff, that this incident which the homeless charity said happened and which Sarah Parker-Khan has said happened, they say it didn't happen*”. The following exchange took place between the panellists:

Ms McAndrew: *“It is very puzzling. And the other thing I would say, unusually being on Premier Inn's side, is that this business of ID, I think is very important. We all have to show ID if we're going to a hotel, for very good reasons, health and safety reasons, if there is a fire alarm [interrupted by Mr Wright].*

Mr Wright: *But, if you've got a party leader that's taking all responsibility, costs, damages.*

Ms McAndrew: *But, you can see if something were to happen, if there was a flood, if there was a fire, if there was something. They need to know who's in their building”.*

There was no further reference to Premier Inn in the programme.

Summary of the complaint and broadcaster's response

The complaint

Premier Inn complained that it was treated unjustly or unfairly in the programme as broadcast because:

The programme included false allegations about Premier Inn which had been based on an outdated story published in a newspaper, and that the programme failed to fairly represent Premier Inn's position which resulted in material facts being presented, disregarded or omitted in a way that was unfair to it. In particular, Premier Inn said that the programme accused it of:

- refusing entry to two homeless people despite the rooms having been paid for;
- being "obstructive" towards Ms Parker-Khan when she attempted to arrange for homeless people to stay in the pre-booked rooms; and,
- "lying" about the incident by providing "conflicting" public statements.

Premier Inn also said that it was not provided with an appropriate and timely opportunity to respond to the allegations made about it in the programme. Premier Inn said that had it been contacted by the programme prior to the programme's broadcast, it could have informed the programme makers that the allegations had been "disproved". However, it said that it was not provided with such an opportunity and that instead, the programme relied on a response which Premier Inn had given to a newspaper 48 hours prior to the broadcast of the programme. It said that the story had since developed and as such, its statement did not represent its current position. Premier Inn said that in these circumstances, Channel 5 should have contacted it and asked it to provide an updated response. It added that it was "not acceptable" for the programme to ask for its input during the broadcast of the live programme.

The broadcaster's response

Channel 5 said that *The Wright Stuff* is a daily current affairs programme and that one of its popular features involves considering stories reported in national newspapers and discussing and debating issues that arise from those reports. It said that it always strived to ensure that every item discussed on the programme contained sufficient detail to permit both sides of a contested story to be fairly represented. It also said that consideration of reported news items could often generate lively discussion with the panel or viewers who phoned in.

Pre-broadcast background

Channel 5 said that the discussion about the story which featured Premier Inn stemmed from an article published online by The Independent newspaper the day before the programme was broadcast, a copy of which was submitted to Ofcom by the broadcaster. It said that the discussion was not based on an outdated story published in a single newspaper, but rather, was based on an online article which was unaltered on the day of broadcast. Channel 5 said that the story was also reported on by several other national and local news websites in similar terms to that on The Independent's website at the time.

Channel 5 said that The Independent article had alleged that:

- “Homeless people were turned away from a Premier Inn hotel despite being offered rooms already paid for by customers who could not use them;
- the hotel chain was accused of discrimination, but said it had a strong record of working with disadvantaged groups;
- when two homeless people from the charity Comfort and Warmth arrived with the room reference number, they were turned away because they did not have identification;
- Premier Inn gave authorisation, but when the homeless people turned up to check in, they were turned away. Yet a lady whose house was flooded was allowed in no problem;
- Ms Parker-Khan felt it was “clearly a case of discrimination...They didn’t want undesirables. We’ve had the worst weather conditions for years, and the rooms were bought and paid for and guaranteed, yet they couldn’t find a reason to let them in”;
- Ms Parker-Khan felt it was “really disappointing and obstructive”; and
- Mr Jon Codd, Chairman of the homeless charity Comfort and Warmth, who has been working with homeless people for decades, told The Independent that the two homeless people who were turned away by the Premier Inn, a young man and woman, were ‘deserving’ of a warm night’s sleep and would not have caused trouble. He added that ‘The rooms had been paid for, it was no skin off their nose to let these people stay there’”.

Channel 5 said that The Independent article also contained the following response to the allegations from Premier Inn:

“A spokesperson for Premier Inn said: ‘For legal, as well as obvious guest safety and security reasons, we need the names of everybody staying in our hotels and the lead booker must be accountable for all guests.

We spoke to the guest involved and informed her of this both on Friday morning, and again that evening but she failed to supply any guest names or details as we requested.

We are a business that works extensively with all disadvantaged groups with a track record of getting homeless people off the streets and back into work so we’re very disappointed that vulnerable people feel let down through absolutely no fault of their own.

We will be reaching out to the two homelessness organisations involved”.

Channel 5 said that this statement made it clear that Premier Inn required the names of everybody staying in their hotels and that the lead booker needed to be accountable for all guests. Premier Inn stated that it had spoken to Ms Parker-Khan and had informed her of this, but that she had failed to supply any of the guests’ names or details. Additionally, Channel 5 said that Premier Inn had not denied the veracity of the story in the statement and had not suggested that no guests had turned up at one of their hotels. Channel 5 said that the story, and Premier Inn’s response to it, had also appeared in substantially the same form on other major news websites. It said that Premier Inn had clearly been given an opportunity to respond to the allegations and that this had been reported. Channel 5 said that therefore, it was reasonable for the programme makers to assume that Premier Inn’s statement, which was included in the article by The Independent, fairly represented its response to the allegations.

Channel 5 said that before the programme was broadcast, the programme editor had written part of a script for the relevant section of the programme, which included Premier Inn's response from The Independent article. Based on the fact that Premier Inn had not denied the veracity of the story and the fact that The Independent and other news outlets had represented input from both sides of the story in the same manner, it was decided that the planned discussion of the story should go ahead. However, the programme makers understood that that every effort had to be made to ensure the discussion was balanced and that both sides were fairly represented. The final script was then checked, prior to broadcast, to ensure that the response from Premier Inn, from The Independent article, was retained, and to ensure that it would be read out by the presenter and shown as a graphic on the screen.

Channel 5 said that Ms Parker-Khan was contacted by the programme makers between 07:30 and 08:00 on the day of the broadcast to check that she stood by the claims she was making, which it said she confirmed, and to "line her up" for the phone call that would take place during the programme. Channel 5 said that during the conversation, Ms Parker-Khan gave no indication that she planned to introduce "further allegations" against Premier Inn. At about 08:45, the programme makers checked the story on The Independent's website to confirm it remained unchanged, which it did. The broadcaster said that Premier Inn's assertion that the story was an "old story which had already moved on" was incorrect. It said that, at the time of broadcast, the article published by The Independent and other news outlets remained unchanged from the day before. The broadcaster said that, prior to the broadcast of the programme, there was no reason for the programme makers to believe that Premier Inn would have any further comment or response to Ms Parker-Khan's allegations.

The broadcast

Channel 5 said that, while on air, the presenter summarised the story and that, in an effort to provide a balanced basis for discussion, he read out the core parts of Premier Inn's response to the allegations. The presenter's words also appeared in a graphic on screen:

"Premier Inn hit back saying: 'For legal, as well as guest safety and security reasons, we need the names of everybody staying in our hotels and the lead booker must be accountable for all guests. We spoke to the guest involved and informed her of this, but she failed to supply any guest names or details as we requested. We are a business with a track record of getting homeless people off the streets. We will be reaching out to the two homelessness organisations involved.'"

Channel 5 said that the statement attributed to Premier Inn in The Independent created the impression that homeless people had been refused entry on the basis that their names had not been provided by Ms Parker-Khan as her guests. Channel 5 said that the programme did not accept this allegation as fact and consistently referred to it as "merely an allegation". Channel 5 explained that, after summing up the allegations and Premier Inn's response, the presenter then interviewed Ms Parker-Khan over the telephone. It added that the programme was broadcast live, and so was "capable of constantly raising unexpected issues". However, Channel 5 said that it was important to note the question with which the presenter began the interview:

"What do you make of what Premier Inn has said, that they have a duty and that you didn't supply them with the names that they needed of these guests?"

Channel 5 said that the question posed was “entirely appropriate” and “designed to examine Ms Parker-Khan’s version of events and not to criticise or condemn Premier Inn”.

Channel 5 said that Ms Parker-Khan proceeded to express her own opinion about the matter, which she was entitled to do, and that there was no issue with this as the law permits people to express their honest opinion.

However, Channel 5 said that the conversation “took an unexpected turn” that could not have been anticipated by the programme makers. Channel 5 explained that, during the commercial break prior to the interview with Ms Parker-Khan, Ms McAndrew, one of the panellists on the programme, looked at the story online. Ms McAndrew found a comment from Premier Inn which suggested that it had looked through CCTV footage and found that there was no evidence of people being turned away at the hotel. Ms McAndrew was unable to confirm the source of the information and did not mention that she had looked at it online to the programme makers. Ms McAndrew intervened in the discussion between the presenter and Ms Parker-Khan by asking:

“Sarah, I read that they have claimed that they’ve looked through their CCTV cameras and there is no evidence of them turning people away. Is it the case that it didn’t actually happen on the premises, they just let you know that these people wouldn’t be welcome, or is there discrepancy there in the two stories?”

Channel 5 said that Ms McAndrew’s question was not critical of Premier Inn and that, rather, it was an attempt to establish whether an apparently new fact impacted upon Ms Parker-Khan’s views. Ms Parker-Khan responded by stating:

“No, these people were actually taken over by a volunteer from the charity, so they were taken across town to the Premier Inn. Just these two folk, I believe it was a man and a woman, I’ve been given a description by the charity. And, Premier Inn said they wouldn’t accept them because they didn’t have ID. Now Premier Inn have made two statements, one that nobody came and two that they couldn’t take them because they didn’t have ID. Both statements can’t be true because they’re contradictory so Premier Inn have got a lot to lose and the charity have got nothing to gain by not telling the truth, so I’m inclined to think this really did happen”.

Channel 5 said that the presenter understood immediately that the story had evolved and that the programme makers had a duty to react appropriately to the evolved nature of the story. The presenter therefore intervened and said:

“Okay Sarah, I have to leave you there, thank you very much for joining us on the phone and I’m sure a lot of people at home will be saying that as well, thank you very much for highlighting maybe the issue of homelessness in the way that you have. We are going to have to reach back out to Premier Inn and see if we can get an updated statement based on what you’ve just said about their two conflicting arguments”.

Channel 5 said that it was entirely appropriate to indicate that a response would be immediately sought from Premier Inn about the fresh matters raised live on the programme. It said that the programme makers contacted Premier Inn to get an updated response and offered it the chance to discuss the matter on the programme, which was still live. Channel 5 said that the programme makers spoke to the Corporate Communications Manager for Premier Inn, and that it was clear from the telephone call that she was aware that the

programme was covering the story and that she was well placed to provide comment. Channel 5 said that the Communications Manager stated immediately that the programme makers should have contacted Premier Inn prior to the broadcast of the programme. Channel 5 said that the programme makers asked the Communications Manager for a comment about the new information and that her response was to the effect that she "didn't feel inclined to run around providing us with a comment given we hadn't contacted them sooner". Premier Inn's representative also explained that Premier Inn had checked the CCTV footage and had said that, to the best of Premier Inn's knowledge, the incident didn't happen. Channel 5 said that this response was relayed on air by the presenter. Channel 5 said that the representative's explanation of the event was "qualified and not definitive", and that she did not explain how the allegation that the homeless people were accompanied "had already been disproved", as Premier Inn characterised it in its complaint. The broadcaster said that it was "misguided and inaccurate" to suggest, as Premier Inn did in its complaint, that, had the programme makers spoken to Premier Inn ahead of the broadcast they would have "seriously considered the credibility of Ms Parker-Khan and the wisdom of inviting her onto the show". It said Ms Parker-Khan had already provided her story to various news outlets and that, at the time of broadcast, there was no evidence available to demonstrate that Ms Parker-Khan was unreliable. It said that there had been no reason to suspect that Premier Inn had anything to add to the story apart from that which was covered in the response reported by The Independent.

Channel 5 said that it did not deny Premier Inn the opportunity to contribute to the programme and that, instead, its representative was offered the opportunity to respond to the allegations while the programme was on air, but that she had refused that opportunity. It added that the information which Premier Inn's representative did provide to the programme makers was quickly and clearly communicated to viewers by the presenter, who said:

"Our people have spoken to Premier Inn and they are maintaining that based on the CCTV footage that you referred to, Daisy, and interviews with their staff, that this incident, which the homeless charity says happened, which Sarah Parker-Khan says happened, they say it didn't happen".

Channel 5 said that, at the time the programme was broadcast, the programme makers were in possession of both sides of a reported story and ensured that both sides were represented fairly during the programme. It said that the statement Premier Inn provided to The Independent represented a clear response to the allegations being made at the time and was given "full weight". Additionally, it said that the programme makers acted quickly and decisively when new allegations were aired. Channel 5 said that it was difficult to see how any unfairness could be said to have arisen in those circumstances.

Post-broadcast background

Channel 5 said that after the broadcast of the programme on 6 March 2018, discussions and correspondence continued between the programme makers and Premier Inn. The broadcaster said that Premier Inn provided an explanation of the circumstances and of where the confusion between Ms Parker-Khan and Premier Inn had arisen. In addition, the programme makers were able to reach the charity and establish that the homeless people had not gone to the Premier Inn hotel where Ms Parker-Khan had booked her rooms. Channel 5 said that the programme makers felt it was important for clarity to be provided to viewers at the earliest opportunity. It said that, therefore, an open invitation was extended

for a representative of Premier Inn to participate in a telephone discussion on the next edition of the programme which was due to be broadcast on 7 March 2018, the following day, to clarify Premier Inn's position and make any other statements necessary. Channel 5 said that the invitation was refused. Channel 5 said that the Communications Manager stated that "it would have been physically impossible to stand someone up at that notice", referring to the invitation to contribute by telephone on the day of the original debate. However, no explanation was given as to why she or someone else from Premier Inn was unable to participate in the programme the following day.

Channel 5 said that, in any case, Premier Inn had been unable to disprove the central allegation that homeless people arrived at a Premier Inn hotel and were turned away. Channel 5 said that, regardless of whether or not rooms were booked, the question of whether it was right that a hotel chain such as Premier Inn should "close its doors" to homeless people when conditions were bitterly cold, and the hotel had rooms which might be used, was a legitimate one to pose. Channel 5 said that such a question was clearly in the public interest and that it was appropriate for discussion on the programme.

Channel 5 said that, during the edition of the programme broadcast on 7 March 2018, the presenter made the following clarification at a time when a "significant number of viewers" would have been watching:

"Yesterday, we discussed a story about a woman who had booked and paid for rooms at a Premier Inn hotel. The woman couldn't use the rooms because of the snow and wanted to offer them to charities for the homeless. There was a dispute between a charity and the Premier Inn about whether the homeless were turned away; the hotel said no one was and their CCTV proved it, but the charity and the woman who booked the rooms maintained they had been. It turns out the homeless people in question were in fact sent to the wrong Premier Inn, which led to the confusion. I'm very happy to clarify that there is no evidence that Premier Inn turned people away because they were homeless. What are the chances, eh?"

Channel 5 said that Premier Inn did not explain to the programme makers, either on 6 or 7 March 2018, why it had not made clear that the homeless people had attended a different hotel from the one where Ms Parker-Khan had booked 19 rooms. Nor did it explain what Premier Inn had done in relation to those people. It also stated that the presenter did not press these points, as he might have done. After the clarification was broadcast, Channel 5 said that the Communications Manager emailed the programme makers to thank them and to confirm that she had seen and heard the clarification. It said that she did not question the content of the clarification in the email but requested that it be repeated later in the programme, accompanied with an apology and also featured online. Channel 5 said that the programme makers did not believe any repeat of the clarification was necessary on the programme as broadcast but agreed to clarify the position on Facebook and Twitter. It said that this was done after the broadcast on 7 March 2018 concluded.

Channel 5 said that every opportunity was given to Premier Inn to provide material in response to an unfolding story. It said that, as far as was possible, Premier Inn's version of events was made clear on the programme which adopted an "inquisitive tone" and made no adverse statements of fact against it. The broadcaster said that the allegations against Premier Inn, which had been published elsewhere, and Premier Inn's responses to those allegations, were included in the programme as broadcast. It said that Premier Inn was offered the opportunity to participate in the programme, either on 6 or 7 March 2018, but

that it chose not so to do. Channel 5 said that everything Premier Inn had chosen to say about the matter was fairly and accurately reported. The broadcaster said that it believed the programme makers took steps to ensure that as fair a picture as possible of the disagreement between Premier Inn and Ms Parker-Khan was presented on the programme. The broadcaster said that it did not believe there had been any breach of the Code.

Preliminary View

Ofcom prepared a Preliminary View on this case that the complaint should not be upheld. Both the complainant and the broadcaster 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, we carefully considered all the relevant material provided by both parties. This included a recording of the programme as broadcast, and both parties' written submissions.

When considering complaints of unjust or 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"). In addition to this rule, Section Seven (Fairness) of the Code contains "practices to be followed" by broadcasters when dealing with individuals or organisations participating in, or otherwise directly affected by, programmes, or in the making of programmes. Following these practices will not necessarily avoid a breach of Rule 7.1 and failure to follow these practices will only constitute a breach where it results in unfairness to an individual or organisation in the programme.

In considering Premier Inn's complaint, Ofcom had particular regard to the following practices:

Practice 7.9 states:

"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...".

Practice 7.11 states:

"If a programme alleges wrongdoing or incompetence or makes other significant allegations, those concerned should normally be given an appropriate and timely opportunity to respond".

Practice 7.13 states:

"Where it is appropriate to represent the views of a person or organisation that is not participating in the programme, this must be done in a fair manner".

It is important to emphasise that Ofcom is unable to make findings of fact about the claims made about Premier Inn in the programme. Our role is to consider whether, by broadcasting the claims in the programme, the broadcaster took reasonable care not to present, disregard or omit material facts in a way that resulted in unfairness to Premier Inn.

The Code recognises the importance of freedom of expression and the public interest need to allow broadcasters the freedom to broadcast matters in programmes. However, in presenting material in programmes, reasonable care must be taken by broadcasters not to do so in a manner that causes unfairness to people or organisations in programmes. 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. Therefore, Ofcom began by considering whether the allegations complained of had the potential to materially and adversely affect viewers' opinions of Premier Inn in a way that was unfair.

We took account of the nature of the material included in the programme, as set out in detail above in the "Programme summary". It was explained in the programme that, in an article published by The Independent newspaper the previous day, Ms Parker-Khan had accused Premier Inn of turning two homeless people away from one of its hotels during particularly cold weather. This was despite Ms Parker-Khan's claim that she had made arrangements for the couple to stay in rooms she had already booked and paid for. During a telephone interview on the programme, Ms Parker-Khan accused Premier Inn of being "*particularly obstructive*" and "*not very helpful*" while she was attempting to make the arrangements. Ms Parker-Khan also alleged during the interview that Premier Inn had released two different statements in response to the incident which were "*contradictory*" and therefore could not both be true. In Ofcom's view, these allegations were significant, in that they suggested that Premier Inn had acted in a way that was potentially discriminatory towards homeless people and that it had then lied about the incident. We therefore considered that the inclusion of these allegations in the programme had the potential to materially and adversely affect viewers' opinions of Premier Inn in a way that was unfair.

Ofcom next went on to consider whether the presentation of this material resulted in unfairness to Premier Inn in the programme as broadcast.

We considered it legitimate for Channel 5 to broadcast a programme examining significant allegations of this nature, especially in the context of a story which was already in the public domain and the subject of media discussion. We also considered that it was reasonable for the broadcaster to rely on the news article which was published on 5 March 2018. However, even where the details of a particular story may already be in the public domain, broadcasters must ensure that the content of their programmes comply with the Code. Ofcom therefore assessed what steps, if any, the broadcaster had taken to satisfy itself that

material facts were not presented, disregarded or omitted in a way that was unfair to Premier Inn.

We recognised that the programme was broadcast live, and that such programmes present particular challenges for broadcasters. We understand that participants can sometimes make unexpected comments which have the potential to cause unfairness to people or organisations. Notwithstanding this, when including material in a programme that has the potential to amount to an allegation of wrongdoing, or any other significant allegation, reasonable care must be taken by the broadcaster that the broadcast material is consistent with the requirements of the Code and does not mislead viewers or portray people or organisations in a way that is unfair.

In this case, the programme makers initially sought to rely on the statement given by Premier Inn to The Independent newspaper in response to the allegations, rather than contact Premier Inn themselves prior to the broadcast of the programme to check that the company's position remained unchanged from that reported in the online version of the newspaper. We took into account Channel 5's submissions on this point (as set out above), that it considered there was no information available at the time of the broadcast which suggested that Premier Inn would have any further comment or response to make. However, we also took account of the fact that Ms Parker-Khan was contacted by the programme makers before the broadcast "to check she stood by her claims" and to arrange for her to take part in the discussion over the telephone during the programme to put forward her views. As set out above, the allegations that were included in the programme about Premier Inn were serious in nature and had the potential to materially and adversely affect viewers opinions of it, therefore, potentially causing damage to its reputation. Ofcom considered that the programme makers' decision made during the making of the programme to rely on the statement given by Premier Inn to The Independent online and not to contact it directly had the clear potential to cause unfairness to Premier Inn in the programme as broadcast. This material, relied upon by the programme makers to reflect Premier Inn's position, could have been out of date or inaccurate.

Notwithstanding the above, we went on to consider whether the circumstances of the making of the programme resulted in unfairness to Premier Inn in the programme as broadcast itself.

During the programme, one of the panellists, Ms McAndrew, unexpectedly revealed the fact that further details surrounding the story had emerged since its original publication. Ms McAndrew explained that she had read an updated comment from Premier Inn in response to the allegations, that suggested that it had looked through its CCTV footage and had found no evidence of it having turned the homeless people away. This had led to Ms Parker-Khan alleging during the interview that Premier Inn had released two different statements in response to the incident which were "*contradictory*" and therefore could not both be true. We considered that this had the clear potential to cause unfairness to Premier Inn. However, we also took into account the below factors:

- The presenter ensured that the allegations about Premier Inn in the programme were included in the context of a discussion about an article published in The Independent newspaper the previous day.
- Although the initial statement given by Premier Inn to The Independent newspaper and included in the programme did not fully reflect its current position at the time the

programme was broadcast, we considered that its inclusion in the programme in summary form served to present viewers with an alternative explanation for what had happened and called into question Ms Parker-Khan's version of events. The statement was summarised by the presenter during the programme. It explained that Ms Parker-Khan had failed to supply necessary information about the homeless couple to the hotel which was required for guest safety and security purposes. It made clear that Premier Inn considered itself "*a business with a track record of getting homeless people off the streets and back into work*".

- The programme included various statements in defence of Premier Inn's alleged actions and its initial response to the allegations. For example, viewers contributing to the programme via text stated that the hotel was "*private property*" and that Premier Inn "*have the right to accept and reject whoever they want*". The presenter highlighted that the decision to turn the couple away might have been made because of "*other paying guests that were a concern*". Also, it was stated by one viewer that it was "*the council's job to house*" the homeless who the presenter said were "*not the easiest group of people to welcome into a hotel*" because of "*problems with alcohol or drugs or mental health issues*".
- The presenter made clear throughout the programme that the programme did not accept Ms Parker-Khan's version of events as fact, but as unverified allegations made against Premier Inn. For example, he introduced the item: "*We're going to kick off by asking if a hotel discriminated against the homeless when it **allegedly** refused to accept rough sleepers in place of a pre-booked party that couldn't make it*" (emphasis added by Ofcom).
- Following Ms McAndrew revealing the further comments she had read that had been made by Premier Inn, the presenter said it would be necessary for the programme makers to "*reach back out*" to Premier Inn for an updated statement in light of the new information which had become available. The presenter subsequently reported in the programme that: "*Our people have spoken to Premier Inn and they are maintaining that based on the CCTV footage that you referred to Daisy [Ms McAndrew], and interviews with their staff, that this incident, which the homeless charity says happened, which Sarah Parker-Khan says happened, they say it didn't happen*".

Taking all of the above factors into account, and, in particular, the content of the programme as a whole and the context within which the material was included, Ofcom considered that viewers were provided with sufficient information to enable them to understand and form their own view about Premier Inn and its position on the allegations made against it by Ms Parker-Khan. Therefore, on balance, and in the particular circumstances of this case, Ofcom did not consider that material facts were presented, disregarded or omitted in a way that was unfair to Premier Inn.

In this context, although we acknowledged Premier Inn's view that it was "not acceptable" for the programme makers to ask for its input during the broadcast of the live programme, we also considered that it was necessary in the particular circumstances of this case for the programme makers to establish Premier Inn's position and reflect this in the programme. On having realised that Premier Inn's original statement, as provided to The Independent online and included in the programme, may not have been up to date, the programme makers contacted Premier Inn to seek clarification on its position. Premier Inn was also offered the opportunity to put forward a representative to discuss the story on the programme in order

to ensure that its position was accurately reflected. In our view, the actions of the programme makers in this respect provided Premier Inn, albeit belatedly, an opportunity to put forward its official position in response to the allegations. Consequently, although Premier Inn declined the opportunity to put forward a representative to appear on the programme, the statement given to the programme makers by Premier Inn's Corporate Communications Manager was reflected later in the programme by the presenter.

Given all of the factors above, Ofcom considered that, on balance and in the very specific and particular circumstances of this case, the steps taken by the programme makers during the broadcast of the programme to clarify Premier Inn's current position in response to the allegations succeeded in avoiding unfairness to Premier Inn in the programme as broadcast. This is because it resulted in Premier Inn's updated and latest response to the allegations being fairly represented on the programme¹.

Ofcom therefore considered that there was no unjust or unfair treatment to Premier Inn in the programme as broadcast.

Ofcom has not upheld this complaint by Premier Inn of unjust or unfair treatment in the programme as broadcast.

¹ Channel 5 explained that a "clarification" was broadcast in the edition of *The Wright Stuff* broadcast the next day on 7 March 2018. This explained that "...the homeless people in question were in fact sent to the wrong Premier Inn, which led to the confusion. I'm very happy to clarify that there is no evidence that Premier Inn turned people away because they were homeless...".

Investigations Not in Breach

Here are alphabetical lists of investigations that Ofcom has completed between 1 and 14 October 2018 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	Service	Transmission date	Categories
James O'Brien	LBC 97.3 FM	01/08/2018	Sexual orientation discrimination / offence

For more information about how Ofcom conducts investigations about content standards on television and radio programmes, go to:

https://www.ofcom.org.uk/_data/assets/pdf_file/0020/55109/breaches-content-standards.pdf

Investigations conducted under the General Procedures for investigating breaches of broadcast licences

Licensee	Licensed Service
Brave Broadcasting Limited	Your Radio

Complaints assessed, not investigated

Here are alphabetical lists of complaints that, after careful assessment, Ofcom has decided not to pursue between 1 and 14 October 2018 because they did not raise issues warranting investigation.

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

Programme	Service	Transmission Date	Categories	Number of complaints
Programming	Buchan Radio	09/09/2018	Offensive language	1
Capital Breakfast with Roman Kemp	Capital FM London	24/09/2018	Race discrimination/offence	59
Breakfast Show	Capital FM Yorkshire (South Yorkshire)	01/10/2018	Generally accepted standards	1
A Discovery of Witches (trailer)	Challenge	23/09/2018	Sexual material	1
Bend It Like Beckham	Channel 4	30/09/2018	Advertising minutage	1
Celebrity Island with Bear Grylls	Channel 4	23/09/2018	Animal welfare	12
Celebrity Island with Bear Grylls	Channel 4	30/09/2018	Animal welfare	63
Channel 4 News	Channel 4	06/09/2018	Due impartiality/bias	16
Channel 4 News	Channel 4	10/09/2018	Due impartiality/bias	1
Channel 4 News	Channel 4	19/09/2018	Due impartiality/bias	1
Channel 4 News	Channel 4	25/09/2018	Due accuracy	1
Channel ident	Channel 4	08/10/2018	Materially misleading	1
Channel ident	Channel 4	11/10/2018	Crime and disorder	1
Gogglebox	Channel 4	28/09/2018	Due impartiality/bias	2
Gogglebox	Channel 4	28/09/2018	Generally accepted standards	3
Gogglebox	Channel 4	05/10/2018	Due impartiality/bias	1
Gogglebox	Channel 4	06/10/2018	Generally accepted standards	1
Hollyoaks	Channel 4	03/10/2018	Generally accepted standards	1
Naked Attraction	Channel 4	14/09/2018	Sexual material	1
The Circle	Channel 4	27/09/2018	Generally accepted standards	2
The Circle	Channel 4	28/09/2018	Generally accepted standards	2
The Circle	Channel 4	01/10/2018	Generally accepted standards	1
The Circle	Channel 4	07/10/2018	Sexual orientation discrimination/offence	1

Programme	Service	Transmission Date	Categories	Number of complaints
The Circle	Channel 4	08/10/2018	Generally accepted standards	1
The Circle	Channel 4	08/10/2018	Offensive language	1
The Circle (trailer)	Channel 4	05/10/2018	Hypnotic and other techniques	1
The Great British Bake Off	Channel 4	02/10/2018	Generally accepted standards	2
The Great British Bake Off	Channel 4	02/10/2018	Religious/Beliefs discrimination/offence	1
The Great British Bake Off	Channel 4	09/10/2018	Generally accepted standards	2
The Great British Bake Off: An Extra Slice	Channel 4	28/09/2018	Generally accepted standards	1
The Simpsons	Channel 4	01/10/2018	Offensive language	1
The Undateables	Channel 4	01/10/2018	Disability discrimination/offence	1
The Undateables	Channel 4	04/10/2018	Disability discrimination/offence	1
Gogglebox	Channel 4+1	28/09/2018	Generally accepted standards	1
Big Brother	Channel 5	23/09/2018	Generally accepted standards	1
Big Brother	Channel 5	27/09/2018	Generally accepted standards	6
Big Brother	Channel 5	30/09/2018	Generally accepted standards	1
Big Brother	Channel 5	02/10/2018	Generally accepted standards	1
Big Brother	Channel 5	28/11/2018	Offensive language	1
Big Brother's Bit On The Side	Channel 5	21/09/2018	Race discrimination/offence	2
Big Brother's Bit On The Side	Channel 5	25/09/2018	Religious/Beliefs discrimination/offence	1
Big Brother's Bit On The Side	Channel 5	05/10/2018	Generally accepted standards	2
Can't Pay? We'll Take It Away!	Channel 5	02/10/2018	Offensive language	1
Friends	Channel 5	01/10/2018	Offensive language	1
Jeremy Vine	Channel 5	25/09/2018	Materially misleading	1
Jeremy Vine	Channel 5	01/10/2018	Race discrimination/offence	1
Luo Bao Bei	Channel 5	03/10/2018	Offensive language	1
Michael Palin in North Korea	Channel 5	27/09/2018	Generally accepted standards	1
Monkeys Make You Laugh Out Loud	Channel 5	30/09/2018	Animal welfare	1

Programme	Service	Transmission Date	Categories	Number of complaints
Monkeys Make You Laugh Out Loud	Channel 5	30/09/2018	Offensive language	1
Neighbours	Channel 5	01/10/2018	Generally accepted standards	1
Police Interceptors	Channel 5	29/09/2018	Offensive language	1
Stolen from the Womb	Channel 5	13/08/2018	Scheduling	1
The Yorkshire Vet	Channel 5	25/09/2018	Generally accepted standards	1
Traffic Cops	Channel 5	04/10/2018	Offensive language	1
News	Classic FM	25/09/2018	Religious/Beliefs discrimination/offence	1
Programming	CNN International	28/09/2018	Due impartiality/bias	1
Your Face or Mine	Comedy Central	03/10/2018	Generally accepted standards	1
Celebs Go Dating (trailer)	E4	28/09/2018	Sexual material	1
Don't Tell the Bride	E4	03/10/2018	Generally accepted standards	1
Graham Mack	Fix Radio	05/10/2018	Scheduling	1
Aik Din Geo Kay Saath	Geo TV	23/08/2018	Crime and disorder	1
Gavin and Stacey	Gold	27/08/2018	Sexual material	1
Toby Anstis	Heart FM	01/10/2018	Under 18s in programmes	1
Kawish	Hidayat TV	10/07/2018	Due impartiality/bias	1
Why Does Everyone Hate The English?	History	08/10/2018	Generally accepted standards	1
The Lunch Time Show	Irvine Beat FM	03/09/2018	Sexual material	1
Butterfly (trailer)	ITV	01/10/2018	Generally accepted standards	1
Butterfly (trailer)	ITV	08/10/2018	Scheduling	1
Butterfly (trailer)	ITV	14/10/2018	Due impartiality/bias	1
Celebrity Juice (trailer)	ITV	04/10/2018	Generally accepted standards	2
Coronation Street	ITV	03/09/2018	Generally accepted standards	1
Coronation Street	ITV	12/09/2018	Generally accepted standards	1
Coronation Street	ITV	24/09/2018	Generally accepted standards	1
Coronation Street	ITV	24/09/2018	Materially misleading	1
Coronation Street	ITV	26/09/2018	Race discrimination/offence	1
Coronation Street	ITV	27/09/2018	Generally accepted standards	1

Programme	Service	Transmission Date	Categories	Number of complaints
Coronation Street	ITV	28/09/2018	Generally accepted standards	8
Coronation Street	ITV	01/10/2018	Generally accepted standards	1
Coronation Street	ITV	03/10/2018	Generally accepted standards	1
Coronation Street	ITV	05/10/2018	Generally accepted standards	1
Coronation Street	ITV	05/10/2018	Religious/Beliefs discrimination/offence	1
Coronation Street	ITV	08/10/2018	Materially misleading	1
Emmerdale	ITV	27/09/2018	Generally accepted standards	1
Emmerdale	ITV	01/10/2018	Generally accepted standards	1
Emmerdale	ITV	05/10/2018	Offensive language	1
Emmerdale	ITV	08/10/2018	Drugs, smoking, solvents or alcohol	1
Good Morning Britain	ITV	30/08/2018	Generally accepted standards	1
Good Morning Britain	ITV	17/09/2018	Scheduling	1
Good Morning Britain	ITV	26/09/2018	Due impartiality/bias	1
Good Morning Britain	ITV	26/09/2018	Offensive language	1
Good Morning Britain	ITV	02/10/2018	Generally accepted standards	1
Good Morning Britain	ITV	05/10/2018	Generally accepted standards	1
Good Morning Britain	ITV	09/10/2018	Generally accepted standards	1
Good Morning Britain	ITV	09/10/2018	Race discrimination/offence	7
Good Morning Britain	ITV	10/10/2018	Generally accepted standards	1
Harry Potter and the Goblet of Fire	ITV	29/09/2018	Offensive language	1
ITV News	ITV	26/09/2018	Due impartiality/bias	31
ITV News	ITV	27/09/2018	Due impartiality/bias	1
ITV News	ITV	03/10/2018	Generally accepted standards	1
ITV News	ITV	05/10/2018	Due accuracy	1
ITV News	ITV	07/10/2018	Due impartiality/bias	1
ITV News	ITV	08/10/2018	Due impartiality/bias	1
Judge Rinder's Crime Stories	ITV	11/10/2018	Materially misleading	1

Programme	Service	Transmission Date	Categories	Number of complaints
Loose Women	ITV	07/09/2018	Generally accepted standards	1
Lorraine	ITV	08/08/2018	Generally accepted standards	6
Lorraine	ITV	11/10/2018	Gender discrimination/offence	1
Mr Bean: The Animated Series	ITV	23/09/2018	Animal welfare	1
The Chase	ITV	05/10/2018	Animal welfare	1
The Chase	ITV	10/10/2018	Fairness	1
The Jeremy Kyle Show	ITV	28/09/2018	Disability discrimination/offence	1
The Jeremy Kyle Show	ITV	28/09/2018	Generally accepted standards	1
The Jeremy Kyle Show	ITV	11/10/2018	Generally accepted standards	1
The Jonathan Ross Show	ITV	06/10/2018	Offensive language	1
The X Factor	ITV	28/09/2018	Other	1
The X Factor	ITV	29/09/2018	Generally accepted standards	1
The X Factor	ITV	06/10/2018	Generally accepted standards	1
The X Factor	ITV	06/10/2018	Under 18s in programmes	4
This Morning	ITV	06/09/2018	Offensive language	1
This Morning	ITV	20/09/2018	Generally accepted standards	2
This Morning	ITV	26/09/2018	Gender discrimination/offence	1
This Morning	ITV	27/09/2018	Exorcism, the occult and the paranormal	1
This Morning	ITV	27/09/2018	Generally accepted standards	1
This Morning	ITV	28/09/2018	Gender discrimination/offence	25
This Morning	ITV	28/09/2018	Transgender discrimination/offence	5
This Morning	ITV	02/10/2018	Gender discrimination/offence	1
This Morning	ITV	03/10/2018	Generally accepted standards	3
This Morning: 30 Unforgettable Years	ITV	02/10/2018	Nudity	1
This Morning: 30 Unforgettable Years	ITV	07/10/2018	Nudity	1

Programme	Service	Transmission Date	Categories	Number of complaints
WOS Wrestling	ITV	30/09/2018	Violence	1
Granada Reports	ITV Granada	25/07/2018	Due accuracy	1
ITV News Calendar	ITV Yorkshire	25/09/2018	Scheduling	1
Celebrity Juice	ITV2	27/09/2018	Disability discrimination/offence	1
Emmerdale	ITV2	22/09/2018	Disability discrimination/offence	1
Weekender: Boat Party	ITV2	09/10/2018	Generally accepted standards	1
You've Been Framed	ITV2	29/09/2018	Generally accepted standards	1
Take The Tower (trailer)	ITV3+1	03/10/2018	Offensive language	1
ITV Racing — Live from Newmarket	ITV4	29/09/2018	Generally accepted standards	1
Absolutely Ascot	ITVBe	23/09/2018	Materially misleading	1
The Only Way Is Essex	ITVBe	26/09/2018	Generally accepted standards	1
The Only Way is Essex	ITVBe	30/09/2018	Generally accepted standards	1
The Real Housewives of Cheshire	ITVBe	24/09/2018	Race discrimination/offence	1
The Real Housewives of Cheshire	ITVBe	01/10/2018	Generally accepted standards	2
The Real Housewives of Cheshire	ITVBe	01/10/2018	Materially misleading	1
Programming	Jack 3	24/09/2018	Generally accepted standards	1
Breaking News med Filip och Fredrik	Kanal 5 (Sweden)	17/09/2018	Due impartiality/bias	1
Wahlgren's World	Kanal 5 (Sweden)	04/10/2018	Promotion of products/services	1
HooHar Loves Wax	Koast Radio	22/09/2018	Offensive language	1
James O'Brien	LBC 97.3 FM	28/09/2018	Generally accepted standards	1
James O'Brien	LBC 97.3 FM	01/10/2018	Generally accepted standards	1
James O'Brien	LBC 97.3 FM	02/10/2018	Generally accepted standards	2
James O'Brien	LBC 97.3 FM	03/10/2018	Due impartiality/bias	1
James O'Brien	LBC 97.3 FM	03/10/2018	Generally accepted standards	1
Maajid Nawaz	LBC 97.3 FM	04/08/2018	Due impartiality/bias	1
Maajid Nawaz	LBC 97.3 FM	19/08/2018	Religious/Beliefs discrimination/offence	1

Programme	Service	Transmission Date	Categories	Number of complaints
Nigel Farage	LBC 97.3 FM	15/07/2018	Generally accepted standards	38
Nigel Farage	LBC 97.3 FM	13/08/2018	Materially misleading	1
Steve Allen	LBC 97.3 FM	15/08/2018	Sexual orientation discrimination/offence	1
Dressage	London Live	05/08/2018	Generally accepted standards	1
Kismet Karma	MATV National	08/09/2018	Participation TV	1
News	NDTV	25/09/2018	Due impartiality/bias	1
Henry Danger	Nickelodeon	07/10/2018	Violence	1
Fifth Gear	Quest	20/09/2018	Crime and disorder	1
Marooned with Ed Stafford	Quest	08/09/2018	Animal welfare	1
The Chris Moyles Show	Radio X	27/09/2018	Generally accepted standards	1
Groomers Exposed	Sikh Channel	16/09/2018	Generally accepted standards	1
Test Cricket: England v India	Sky Cricket	02/09/2018	Generally accepted standards	1
Press Preview	Sky News	23/09/2018	Due impartiality/bias	2
Sky News	Sky News	17/08/2018	Generally accepted standards	1
Sky News	Sky News	08/10/2018	Due accuracy	1
Sky News	Sky News	09/10/2018	Due accuracy	1
Rugby League (trailer)	Sky Sports	06/10/2018	Violence	1
WWE Smackdown Live	Sky Sports Arena	26/09/2018	Generally accepted standards	1
Soccer AM	Sky Sports Football	29/09/2018	Offensive language	2
Premier League Football	Sky Sports Main Event	07/10/2018	Due impartiality/bias	1
Criminal Minds	Sky Witness	26/09/2018	Violence	1
A League of Their Own	Sky1	20/09/2018	Race discrimination/offence	2
A League of Their Own	Sky1	04/10/2018	Race discrimination/offence	1
Sick of It	Sky1	27/09/2018	Dangerous behaviour	1
Soccer AM	Sky1	06/10/2018	Offensive language	1
Spark Breakfast	Spark FM	01/10/2018	Offensive language	1
Jim White	Talksport	24/09/2018	Generally accepted standards	5
Sports Bar	Talksport	04/10/2018	Generally accepted standards	1
The Alan Brazil Sports Breakfast	Talksport	14/09/2018	Generally accepted standards	2

Programme	Service	Transmission Date	Categories	Number of complaints
The Warm Up	Talksport	08/09/2018	Drugs, smoking, solvents or alcohol	1
TMCR Breakfast with Malcolm Ley	TMCR FM	29/06/2018	Generally accepted standards	1
Little House on the Prairie	True Entertainment	01/08/2018	Offensive language	1
Programming	Union Jack Radio	03/10/2018	Generally accepted standards	1
Programming	Various	Various	Generally accepted standards	1
Programming	Various	Various	Religious/Beliefs discrimination/offence	1

For more information about how Ofcom assesses complaints about content standards on television and radio programmes, go to:

https://www.ofcom.org.uk/_data/assets/pdf_file/0020/55109/breaches-content-standards.pdf

Complaints assessed under the Procedures for investigating breaches of content standards on BBC broadcasting services and BBC ODPS.

Programme	Service	Transmission Date	Categories	Number of complaints
BBC News	BBC 1	07/08/2018	Race discrimination/offence	1
Panorama: Legal Weapon	BBC 1	20/08/2018	Race discrimination/offence	1
The Andrew Marr Show	BBC 1	17/06/2018	Religious/Beliefs discrimination/offence	1
Victoria Derbyshire	BBC 2	22/08/2018	Due impartiality/bias	1
Timeline	BBC 2 (Scotland)	14/06/2018	Materially misleading	1
Julius Caesar	BBC 4	17/06/2018	Race discrimination/offence	1
Today	BBC Radio 4	24/04/2018	Due impartiality/bias	1

For more information about how Ofcom assesses complaints about content standards on BBC broadcasting services and BBC ODPS, go to:

https://www.ofcom.org.uk/_data/assets/pdf_file/0002/100100/Procedures-for-investigating-breaches-of-content-standards-on-BBC-broadcasting-services-and-BBC-on-demand-programme-services.pdf

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

Here is an alphabetical list of complaints that, after careful assessment, Ofcom has decided not to pursue between 1 and 14 October 2018 because they did not raise issues warranting investigation.

Licensee	Licensed service	Categories
Moorlands Radio Ltd	Moorlands Radio	Key Commitments

For more information about how Ofcom assesses complaints about broadcast licences, go to: https://www.ofcom.org.uk/data/assets/pdf_file/0019/31942/general-procedures.pdf

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

Service provider	Categories	Number of complaints
Amazon Video	Protection of under 18s	1

For more information about how Ofcom assesses complaints about on demand services, go to: https://www.ofcom.org.uk/data/assets/pdf_file/0033/74499/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 or an on demand service that does not fall within the scope of regulation.

Programme	Service	Transmission Date	Categories	Number of complaints
Question Time	BBC 1	n/a	Outside of remit	1
n/a	BBC iPlayer	n/a	Outside of remit	1
Programming	Ben Phillips Vlogs (YouTube)	01/10/2018	Other	1
Bryce Vine – Drew Barrymore [Official Music Video]	Bryce Vine (YouTube)	02/10/2018	Offensive language	1
Advertisement	CBS Reality	05/10/2018	Advertising content	1
Advertisement	Channel 4	04/09/2018	Advertising content	1
Bellator 206	Channel 5	30/09/2018	Outside of remit	1
Big Brother	Channel 5	various	Outside of remit	1
Non-editorial (subscription)	Eleven Sports	19/08/2018	Other	1
Advertisement	Film 4	11/10/2018	Advertising content	1
Orlando Prophecy Summit	GOD Channel	08/09/2018	Outside of remit	1
Advertisement	ITV	30/09/2018	Advertising content	1
Advertisement	ITV	01/10/2018	Advertising content	1
Advertisement	ITV	04/10/2018	Advertising content	1
Coronation Street	ITV	03/10/2018	Outside of remit	1
ITV News	ITV	03/10/2018	Outside of remit	1
Tenable	ITV	28/09/2018	Outside of remit	1
Advertisement	More4	08/10/2018	Advertising content	1
Advertisement	n/a	04/10/2018	Advertising content	1
Advertisement	Now 80s	10/10/2018	Advertising content	1
Advertisement	Quest Red	28/09/2018	Advertising content	1
Non-editorial (account)	Rakuten TV (UK)	10/09/2018	Other	1
n/a	SDL National Multiplex	n/a	Other	1
Advertisement	Sky Atlantic	02/10/2018	Advertising content	1
Advertisement	Sky Sports Main Event	07/10/2018	Advertising content	1
Efterlyst	TV3 (Sweden)	04/10/2018	Outside of remit	1
Advertisement	Yesterday	23/09/2018	Advertising content	1
Jason Farrel interview with Tommy Robinson	YouTube	n/a	Due impartiality/bias	9

For more information about what Ofcom's rules cover, go to: <https://www.ofcom.org.uk/tv-radio-and-on-demand/how-to-report-a-complaint/what-does-ofcom-cover>

BBC First

The BBC Royal Charter and Agreement was published in December 2016, which made Ofcom the independent regulator of the BBC.

Under the BBC Agreement, Ofcom can normally only consider complaints about BBC programmes where the complainant has already complained to the BBC and the BBC has reached its final decision (the 'BBC First' approach).

The complaints in this table had been made to Ofcom before completing the BBC's complaints process.

Complaints about BBC television, radio or on demand programmes

Programme	Service	Transmission or Accessed Date	Categories	Number of Complaints
BBC News	BBC 1	05/10/2018	Generally accepted standards	1
Breakfast News	BBC 1	29/09/2018	Due impartiality/bias	1
Countryfile	BBC 1	30/09/2018	Generally accepted standards	1
Doctor Who	BBC 1	07/10/2018	Violence	1
EastEnders	BBC 1	28/09/2018	Violence	1
EastEnders	BBC 1	01/10/2018	Drugs, smoking, solvents or alcohol	1
EastEnders	BBC 1	02/10/2018	Violence	1
For Facts Sake	BBC 1	08/10/2018	Offensive language	1
Killing Eve	BBC 1	07/09/2018	Race discrimination/offence	1
Press	BBC 1	07/09/2018	Race discrimination/offence	1
Programming	BBC 1	12/10/2018	Promotion of products/services	1
Question Time	BBC 1	27/09/2018	Due impartiality/bias	1
Question Time	BBC 1	04/10/2018	Due impartiality/bias	2
Question Time	BBC 1	05/10/2018	Generally accepted standards	1
Strictly Come Dancing	BBC 1	29/09/2018	Generally accepted standards	2
Strictly Come Dancing	BBC 1	06/10/2018	Generally accepted standards	2
Strictly Come Dancing Results	BBC 1	30/09/2018	Voting	1
Sunday Morning Live	BBC 1	30/09/2018	Due impartiality/bias	1
The Graham Norton Show	BBC 1	06/10/2018	Due impartiality/bias	1
The One Show	BBC 1	09/10/2018	Dangerous behaviour	6
This Week	BBC 1	05/10/2018	Generally accepted standards	1
Debt Saviours	BBC 2	05/10/2018	Materially misleading	1

Programme	Service	Transmission or Accessed Date	Categories	Number of Complaints
Dragon's Den	BBC 2	16/09/2018	Race discrimination/offence	1
Newsnight	BBC 2	08/10/2018	Due impartiality/bias	1
Newsnight	BBC 2	10/10/2018	Due impartiality/bias	1
Newsnight	BBC 2	11/10/2018	Due impartiality/bias	1
Politics Live	BBC 2	03/10/2018	Due impartiality/bias	1
Strictly — It Takes Two	BBC 2	10/10/2018	Scheduling	1
Programming	BBC Asian Network	01/09/2018	Generally accepted standards	1
BBC News	BBC channels	Various	Due impartiality/bias	1
Question Time	BBC iPlayer	04/10/2018	Due impartiality/bias	1
Strictly Come Dancing	BBC iPlayer	08/09/2018	Generally accepted standards	1
BBC News	BBC News	26/09/2018	Due accuracy	1
BBC News	BBC News	04/10/2018	Other	1
BBC News	BBC News	06/10/2018	Due accuracy	1
Inside Out: Yorkshire & Lincolnshire	BBC News	07/10/2018	Materially misleading	1
The 8th with Charlie Sloth: The Call Centre	BBC Radio 1	04/10/2018	Generally accepted standards	1
Jeremy Vine	BBC Radio 2	17/09/2018	Generally accepted standards	1
Today	BBC Radio 4	04/10/2018	Due impartiality/bias	1
Today	BBC Radio 4	09/10/2018	Due impartiality/bias	1
Today	BBC Radio 4	09/10/2018	Promotion of products/services	1
Ryder Cup coverage	BBC Radio 5 Live	28/09/2018	Due impartiality/bias	1
BBC News	BBC Radio London	05/01/2018	Generally accepted standards	1
Programming	Various	01/07/2018	Due impartiality/bias	1

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 between 1 and 14 October 2018.

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

Programme	Service	Transmission date
It Takes a Killer	CBS Reality	17/09/2018
Steve Allen	LBC 97.3 FM	01/10/2018

For more information about how Ofcom assesses complaints and conducts investigations about content standards on television and radio programmes, go to:

https://www.ofcom.org.uk/_data/assets/pdf_file/0020/55109/breaches-content-standards.pdf

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

Programme	Service	Transmission date
Celebrity Sextortion	Channel 4	13/07/2018
Geo News	Geo News	16/06/2018

For more information about how Ofcom considers and adjudicates upon Fairness and Privacy complaints about television and radio programmes, go to:

https://www.ofcom.org.uk/_data/assets/pdf_file/0031/57388/fairness-privacy-complaints.pdf

For information about how Ofcom considers and adjudicates upon Fairness and Privacy complaints on BBC Broadcasting Services and BBC ODPS, go to:

https://www.ofcom.org.uk/_data/assets/pdf_file/0003/100101/Procedures-for-the-consideration-and-adjudication-of-Fairness-and-Privacy-complaints.pdf