

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.

Note to Providers of On-Demand Programme Services

Statement: Changes to the Age-Verification Guidance

On 7 March Ofcom published a [statement](#) on changes to the guidance for providers of on-demand programme services (ODPS), following changes to the law and a public consultation. The guidance relates to preventing children from accessing 'specially restricted material' (usually pornographic material) on these services. Our changes ensure consistency between Ofcom's approach and that of the British Board of Film Classification (BBFC), which has been given new powers to regulate other online commercial pornographic material.

The ODPS Rules can be found [here](#), with accompanying guidance [here](#). As explained below the changes will not come into effect until the relevant legislation comes into force.

How Rule 11 is Changing

Rule 11 of the ODPS rules requires that ODPS place "specially restricted material" behind age-verification controls to restrict access to over 18s. The definition of "specially restricted material" includes material which has been issued an 'R18' Certificate by the BBFC, or would be likely to be issued an 'R18' Certificate if it were submitted to the BBFC as a video work. R18 is a special category primarily for explicit sex works or strong fetish material.

The Digital Economy Act 2017 extends the meaning of "specially restricted material". The definition will now include material whose principal purpose is sexual arousal and which has been issued an "18" Certificate by the BBFC, or would be likely to be issued an "18" if it were submitted to the BBFC in a video work.

Changes to the Rule 11 Guidance

The Digital Economy Act also introduced new duties for the BBFC to regulate '*pornographic*' content online on commercial adult websites. In light of this, we have decided to make changes to the Guidance which aim to promote consistency between our approach to regulating 'specially restricted material' on ODPS, and the approach of the BBFC to regulating 'pornographic material' on online adult websites. This will provide clarity for both industry and consumers, with a common approach to AV across all regulated online adult content.

Guidance on 'Specially Restricted Material'

In assessing whether ODPS content falls within the definition of 'specially restricted material' we will have regard to any advice that the BBFC issues on how it will assess whether online adult content falls within the definition of 'pornographic material,' including advice on what content can be displayed without AV.

Guidance on Age-Verification

We will adopt the BBFC's AV principles for assessing the compliance of AV measures on online adult websites. These include the principles that AV measures:

- cannot be reasonably known by another person (without theft of data or identification documents) or be readily obtained or predicted by another person.

- should authenticate age-verification data and be effective at preventing use by non-human operators including algorithms.

We will have regard to the BBFC's published assessments of the compliance of AV solutions on online commercial services.

We set out the revisions to the relevant rules and guidance in more detail in the [statement](#).

Timings for Implementation

The changes to Rule 11 and the Guidance will be brought into effect when the government announces that the relevant Digital Economy Act provisions come into force – at the time of writing this date is yet to be determined.

Ofcom will be conducting stakeholder engagement with ODPS providers of adult content to help promote awareness and understanding of the changes to Rule 11 and the accompanying guidance.

Broadcast Standards cases

In Breach

News

Cool FM / Downtown Radio, 18 June 2017, 16:00¹

Introduction

Cool FM / Downtown Radio provides a rock and pop service for 15 to 35-year-olds in Belfast and a music and information service for the over 30s throughout Northern Ireland. The Licence for Cool FM / Downtown Radio is held by Downtown Radio Limited ("Downtown" or "the Licensee").

A complainant alerted Ofcom to a news bulletin that they considered inaccurate. The bulletin commenced:

"It's four o'clock, I'm [name]. Our top story this hour: The man who killed Colin Horner in front of his three-year-old son has been charged with murder. The 29-year-old Newtownards man shot Mr Horner outside a supermarket in Bangor last month. Charges also include possession of a firearm and ammunition with an intent to endanger life. He's due to appear in court tomorrow".

We considered the statement, *"the man who killed Colin Horner in front of his three-year-old son has been charged with murder"*, raised potential issues under Rule 5.1 of the Code, which states:

"News, in whatever form, must be reported with due accuracy...".

Ofcom requested comments from the Licensee on how the material complied with this rule. Further, Ofcom considered it appropriate in this instance to request third party representations from the news presenter.

Responses

Licensee's representations

The Licensee said it had investigated the matter and laid out the facts of this case:

- In the news bulletin broadcast at 13:00, the news presenter had "read the correct copy", as follows:

"A 29-year-old man from Newtownards has been charged with the murder of Colin Horner. Mr Horner was shot in front of his three-year-old son...";

- The presenter had subsequently edited their script and, in the news bulletin broadcast three hours later, read out the edited script, which included:

¹ Ofcom has delayed publication of the outcome of this investigation so as not to prejudice criminal proceedings.

"The man who killed Colin Horner in front of his three-year-old son has been charged with murder..."; and

- The presenter had "acknowledged" their "error", which they "sincerely regret".

Downtown detailed the presenter's training and experience, which included studying of "media law, including court reporting", adding that it was "concerned, surprised and disappointed that such an error could be made by a journalist with such a pedigree and legal knowledge". The Licensee said "some mitigation of the error [could] be found in [the presenter's] decision not to name the man charged" but confirmed that it had currently decided "not to avail of [the presenter's] services".

Downtown confirmed that, at the time of broadcast, the man charged with murder was not known to have shot and killed the victim, adding that he had not yet appeared in court to face charges. The Licensee said that "the fact of a shooting and therefore a murder appears not to be in question and thus the requirement for accuracy under the Code [was] met (as it [was] beyond question that a shooting did occur and a person was murdered)". However, the Licensee said that the suspect referred to in the news bulletin had subsequently "denied the allegations". Downtown argued that: "If it subsequently transpires that [the suspect] pleads or was found guilty, it will be the case that there was no breach of Rule 5.1 as the news would indeed have been reported with due accuracy". However, the Licensee accepted that, at the time of the broadcast, whether or not the suspect was guilty "was not certain and as such the report should not have been edited from the initial version which was entirely correct".

Downtown said it provided annual media law training to ensure "errors such as this are not made". It added that "the training is intensive and specifically focuses on contempt of court, reputation management and the Ofcom Code". It also said that, as a result of this incident, it was "circulating a legal refresher to all news staff/news freelancers and presenters, and [was] planning further legal training" to its news teams.

Presenter's representations

The presenter said they had made a mistake, for which they apologised, adding that, "as a novice journalist", they were "delighted to [have been] offered cover work ... at Cool FM / Downtown Radio from 16/06/17 to 18/06/17 while the news team attended [an external event]".

Decision

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

Rule 5.1 requires that news, in whatever form, must be reported with due accuracy and presented with due impartiality.

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 the audience as to content, and

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

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 also takes account of the broadcaster's and the audience's right to freedom of expression, as set out in Article 10 of the European Convention on Human Rights.

In this instance, a news bulletin about the murder of Colin Horner in Northern Ireland stated that "[t]he man who killed [Mr Horner] in front of his three-year old son has been charged with murder". At the time of the broadcast this was not correct because it had not been established in a court of law that "[t]he man" referred to in the news bulletin had indeed killed Colin Horner. Rather, at that time, an individual had been charged but was still to appear in Court to face those charges. It was, therefore, inaccurate for the presenter to state that "[t]he man who killed Colin Horner...has been charged with murder".

We disagreed with the Licensee's argument that, "if it subsequently transpires that [a suspect] pleads or was found guilty it will be the case that there was no breach of Rule 5.1 as the news would indeed have been reported with due accuracy". The material time for ensuring that factual circumstances are duly accurate is at the time of the broadcast. At the time of this broadcast, the Licensee incorrectly stated that the man charged with Mr Horner's murder had killed him, when, in fact, he had only just been charged.

In reaching our Decision, we took into account Downtown's statement that "the report should not have been edited from the initial version which was entirely correct", as well as the presenter's acknowledgement that they had made an error in this case, for which they apologised.

We acknowledged the steps taken by the Licensee to improve compliance. However, the Code's requirement for due accuracy reflects the significant trust that audiences place in news broadcasts.

This news bulletin was not duly accurate, in breach of Rule 5.1 of the Code.

Breach of Rule 5.1

In Breach

Headline News

That's Manchester, 8 August 2018, 00:00

Introduction

That's Manchester is the local television service for Manchester and surrounding areas. The licence for the service is held by Your TV Manchester Limited ("Your TV" or "the Licensee").

During routine monitoring, Ofcom identified two news reports which referred to products, services and trade marks.

- 1) The first news report referred to a company which provides digital marketing services to small businesses. The newsreader introduced the report by saying that 45,000 small businesses in the Manchester region did not have their own website. The newsreader continued:

"A recent survey conducted by small businesses champion UENI found that traders don't have websites for simple reasons, such as time and cost. Now UENI have teamed up with the Manchester Chamber of Commerce to try and change that..."

Another reporter then introduced the main part of the report, referring to the number of businesses in Manchester without a website, saying *"and with consumers now using the net to find tradespeople and the like, it's even more vital to have some sort of presence on the web. Digital marketing company UENI have teamed up with the Chamber of Commerce to help change that"*. As the reporter spoke, the logos of both UENI and the Greater Manchester Chamber of Commerce were shown.

The report featured a spokesperson for UENI, saying that *"...more than 45,000 small businesses [in Manchester] still don't have a digital presence so we want to change that. We want to help these businesses compete and be champions for independent businesses and so until August 31st small businesses in Greater Manchester can ask us to build them a website free of charge and we hope they take us up on it. They just need to go to [website address given] and I hope that they do, as we would like to see all small businesses online in Manchester and we are very proud to be in this partnership with the Chamber to make this happen"*.

The report then quoted statistics from a survey of 60 "micro businesses" in Manchester that UENI had conducted, which looked at the reasons why small businesses did not have a website. The reporter asked the question *"but why is it so important that businesses in today's society have an online persona?"*

The company spokesperson was then shown saying:

"... Many businesses, if they haven't been online before, they may not think they need to be. But today, more than 80% of customers are looking online when searching for local businesses ... So even if you feel that your business is going well, really this is the direction of the consumers and even if you rely on word of mouth trade, that's the first place that customers are now going when they receive a referral is to Google a

business name and you want to make sure that the way your business is represented online is the most professional. That you have reviews, that you have great photographs and maybe even a video of your business and that it links to a website where there are calls to action so that a customer can make a booking, see the various services you offer and choose you”.

The company spokesperson then went on to say that having a website alone was not enough and emphasised the importance of businesses having a wider online presence (e.g. through social media).

- 2) The second news report was about the first British Muslim woman to reach the North Pole, as part of an all-female expedition.

During the report there were references to a food production company that had sponsored the expedition. At one point the report showed a flag with the company logo, followed by footage from the company headquarters. The reporter said:

“Summit to Eat, who sponsored the Euro-Arabian North Pole expedition, is a Lancashire-based provider of freeze-dried adventure food, for camping, hiking and expeditions”.

The report then featured an interview with a spokesperson from the company, who said:

“Summit to Eat is a range of freeze-dried meals, that are made here in Preston . . . they are high in calories, so it's great for an expedition such as the Euro-Arabian expedition, because they're on this expedition for nine or 10 days. It's pretty full-on, so they need to make sure that each of their calorific intake is sufficient for the trip...”

During this commentary, close-up shots of the company's products were shown followed by a wider shot of the products.

The spokesperson then described why the company had chosen to sponsor the expedition.

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

- Rule 9.5: “No undue prominence may be given in programming to a product, service or trade mark. Undue prominence may result from:
- the presence of, or reference to, a product, service or trade mark in programming where there is no editorial justification; or
 - the manner in which a product, service or trade mark appears or is referred to in programming”.

We therefore sought comments from the Licensee on how the programme complied with this rule.

Response

The Licensee said that the references to products, services and trade marks in these news reports had arisen because they were editorially justified by the news stories themselves. It said that there had been “no requests from any third party to cover these stories in any particular way at all”. The Licensee also confirmed that no contract, agreement or financial relationship has ever existed between it and the companies referred to in the news reports.

The Licensee said that the first news story was “intended to be a story of relevance to the audience” and had been included in the programme because “certain planned items had fallen through”. The Licensee pointed out that the focus of the second news story was the achievement of a Mancunian woman who had become the first British Muslim woman to reach the North Pole. It said that the decision to include coverage of the expedition’s sponsor “was entirely taken by the journalist”, who had considered the business to be “of regional interest”.

The Licensee said that it had reminded journalistic staff “about the importance of minimising the risk of (inadvertent) undue prominence”.

Decision

Reflecting our duties under the Communications Act 2003¹, Section Nine of the Code limits the extent to which commercial references can feature within television programming. This helps ensure that a distinction is maintained between editorial and advertising. Section Nine does not prohibit all references to products and services in programmes. However, it requires that such references are not given undue prominence. Undue prominence is not solely a matter of the size or duration of a commercial reference. The nature of the programme, likely audience expectations and the suitability of the commercial reference are some of the other factors Ofcom will take into account when determining whether a reference is unduly prominent.

Ofcom judges the degree of prominence given to a product, service or trade mark against the editorial context in which the reference appears. In the context of news, in which audiences expect broadcasters to maintain the highest standards of editorial independence, it is particularly important that programmes are free from any appearance of commercial influence.

References to UENI

Ofcom acknowledged that a news report highlighting the large number of businesses in Manchester without an online presence was “a story of relevance to the audience”. We took into account the broader context of the Greater Manchester Authority’s Digital Strategy, which aims for Manchester to become a “world-leading digital city region”.² We therefore considered that there was reasonable editorial justification for such a story to contain references to UENI, due to its partnership with the Greater Manchester Chamber of Commerce to offer free website design services to local businesses.

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

² <https://www.greatermanchester-ca.gov.uk/media/1090/digital-strategy-2018-2020.pdf>

However, the interview with the company spokesperson took up over half of the running time of the report, the spokesperson was the only person interviewed, and data included in the report came from a survey commissioned by UENI. UENI was also referred to in a favourable manner at the start of the report, when the newsreader introduced UENI as "*small business champions*". Throughout the report, UENI put forward a narrative that emphasised the need for small businesses to develop their online presence. We considered that this narrative was in line with UENI's business objectives to gain new clients for its digital marketing services.

For these reasons, our Decision is that the level of prominence afforded to UENI in the news report was not justified by the editorial context.

References to Summit to Eat

Ofcom recognised that the main focus of the second news report was a local woman who had become the first British Muslim woman to reach the North Pole. We were mindful of the Licensee's comment that the inclusion of references to the exhibition's sponsor may have been of "regional interest", due to the fact that the sponsor was a local business manufacturing a specialist food product. However, given that the main focus of the story was the endeavour of a local woman to reach the North Pole, we considered that information about the exhibition's sponsor was of only limited relevance to the main focus of the story.

We took into account that the section of the report which discussed Summit to Eat took up over a quarter of the report as a whole. During this section, the company logo was clearly visible on a flag. The report also included footage of Summit to Eat products arranged in a display, with the different varieties clearly visible. The reporter gave details about Summit to Eat food products, explaining that they were intended "*for camping, hiking and expeditions*". In addition, the company spokesperson said that Summit to Eat meals are "*high in calories*" and are therefore "*great for an expedition such as the Euro-Arabian expedition*". In our view, the prominence given to Summit to Eat was not justified by the editorial context of the news report.

We took into account the Licensee's confirmation that there was no agreement, contract or financial relationship between Your TV's journalists and the companies referred to in each of these news reports. However, it is particularly important that news programmes avoid the appearance of any commercial influence, so that audiences are reassured of the programme's editorial independence.

We therefore considered that the prominence of the references to UENI and Summit to Eat in this news programme went beyond what was editorially justified. Our Decision is that the material was in breach of Rule 9.5.

Breach of Rule 9.5

Resolved

Football League: Sheffield United v Sheffield Wednesday Sky Sports Main Event, 9 November 2018, 19:47

Introduction

Sky Sports Main Event is a subscription sports channel. The licence for the service is held by Sky UK Limited ("Sky" or "the Licensee").

Ofcom received 71 complaints about the broadcast of a live football match between Sheffield United and Sheffield Wednesday. Before the start of the match, the players, staff, supporters and servicemen observed a two minute silence, in commemoration of Remembrance Day. This began with the playing of the "Last Post". Over the playing of the "Last Post" and the first minute of the observed silence, however, a pre-recorded crowd noise sound effect, including lengthy cheering, was broadcast. Complainants expressed concern that the broadcast of crowd noise over the period of silence was disrespectful.

Ofcom considered that the material raised issues under the following Code rule:

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

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

Response

The Licensee apologised for the error. It explained that due to "an extremely unique and unusual technical fault which could not have been foreseen" sound effects of crowd noise were "inadvertently added" over the playing of the "Last Post".

Sky explained that, as with all live sporting events, recorded sound effects of crowd noise were available to allow the production team to obscure strong language that may be heard during a live broadcast. However, in this case an error occurred which led to the pitch side microphone unintentionally mixing the actual ambient noise at the event with cheering crowd noise sound effects. This error was not immediately apparent to the production team at the ground as the crowd sound effects were added to the broadcast stream and could not be heard on site.

Sky added that a full investigation revealed that the error happened due to a malfunctioning sound desk which had since been fixed. The Licensee added that: "the incident was the result of a genuine technical fault and one that was totally unexpected, out of control and not intended to be misleading to the audience".

The Licensee said that once the error had been addressed, it issued "a loud and public apology and explanation" on its Twitter feed as well as to a wide range of media outlets. Additionally, a full explanation and apology was sent privately to the relevant parties at both Sheffield United and Sheffield Wednesday.

The Licensee said that “ideally” the production team would have ensured an apology during the programme. However, establishing the cause of the fault took longer than expected. It accepted that information about the error could have been offered to viewers “earlier during or after the game, or as soon as the fault was observed”. The Licensee apologised for this delay. It added that its production teams had been reminded of the importance of providing relevant information to the audience in a timely manner.

Decision

Reflecting our duties under the Communications Act 2003¹, Section Two of the Code requires that generally accepted standards are applied to the content of television services to provide adequate protection for members of the public from the inclusion of harmful and/or offensive material.

Under Rule 2.3, broadcasters must ensure that potentially offensive material 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 expectation of the audience.

Ofcom first considered whether the material had the potential to cause offence.

Remembrance Day is a sombre and formal occasion when the public pays its respects to the sacrifices made by members of the Armed Forces in the World Wars and other conflicts. The commemorations are largely observed at a wide range of events across the United Kingdom and abroad, and the Football Association specifically asks all member clubs to pay tribute by observing a period of silence during the weekend's fixtures².

In Ofcom's view, given that the match took place at the start of the Remembrance Day weekend, viewers were likely to have considered the broadcast of cheering crowd noise over the “Last Post”, and the beginning of the period of silence that followed, disrespectful. Ofcom therefore considered that this material was potentially offensive.

Ofcom went on to consider whether the offence was justified by the context.

Given the sombre nature of Remembrance Day commemorations, viewers were likely to have expected any reference to them in this match coverage to be serious and respectful. Therefore, in our view, the degree of potential offence was not insignificant. We took into account that the broadcast of crowd noise was not deliberate but an error resulting from a technical fault. However, the error did not appear to have been identified at the time of broadcast and no apology was given during the programme due to delays in identifying the source of the fault.

In Ofcom's view the delay in broadcasting a timely apology was significant because the fact that a technical error had occurred would not have been immediately apparent to the audience. We were particularly concerned that this error did not appear to have been noticed at the time of broadcast.

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

² <http://www.thefa.com/news/2018/oct/23/football-remembers-231018>

However, we also took into account the unique circumstances in this live broadcast, the steps taken to prevent recurrence and the explanation and apology to viewers. Ofcom's decision therefore is that the matter is resolved.

Resolved

Resolved

Six Nations: Ireland v England Live ITV, 2 February 2019, 16:00

Introduction

Ofcom received eight complaints about language broadcast during live coverage of a rugby match between Ireland and England. At approximately 17:55, after the broadcast of a brief altercation between Ireland's Peter O'Mahony and England's Kyle Sinckler, a commentator said:

"A little bit silly, isn't it? Tempers boiling over. Maybe it's England getting under Ireland's skin. It's been the opposite for so many years".

The live coverage then showed Peter O'Mahony talking to his fellow team members, referring to Kyle Sinckler as follows:

"He's a stupid cunt – a stupid cunt!"

A second commentator then said:

"Apologies for the language – tempers very definitely boiling over".

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

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

On the facts of this case, Ofcom did not consider it necessary to seek comments from the Licensee on how the programme had complied with this rule. However, we sent ITV our Preliminary View, which was that this matter should be resolved.

Response

ITV had no comments to make on Ofcom's Preliminary View that it had resolved the matter.

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 on television before the watershed. Ofcom's 2016 research on offensive language² clearly indicates that the word "cunt" is considered by audiences to be amongst the most offensive language.

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

² https://www.ofcom.org.uk/_data/assets/pdf_file/0022/91624/OfcomOffensiveLanguage.pdf

The use of the word "cunt" was broadcast twice at approximately 17:55, before the watershed. This was therefore a clear breach of Rule 1.14. However, Ofcom took into account that, following the language being picked up by a crowd microphone in this live match, a match commentator promptly apologised. In light of this, Ofcom considers the matter is resolved.

Resolved

Broadcast Fairness and Privacy cases

Not Upheld

Complaint by Ms Shadi Danin, made on her behalf by Mrs Susan Fleet *Can't Pay? We'll Take It Away!*, Channel 5, 20 August 2017

Summary

Ofcom has not upheld Ms Shadi Danin's complaint of unjust or unfair treatment in the programme as broadcast, made on her behalf by Mrs Susan Fleet.

The programme which followed High Court Enforcement Agents ("HCEAs") included footage of Ms Danin and her business, Shadi Danin Group, as the HCEAs enforced a Writ of Control ("Writ") against Ms Danin for the repayment of a debt. Ms Fleet complained that Ms Danin was treated unfairly in the programme as broadcast because despite having settled the debt, the programme was repeated, giving viewers the impression that Ms Danin and her business were currently in debt for £20,000, when, in reality, it was settled in full more than two years ago.

Ofcom considered that 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 Ms Danin.

Programme summary

On 20 August 2017, Channel 5 broadcast an episode of *Can't Pay? We'll Take It Away!*, a series which followed HCEAs as they attempted to resolve debt disputes through negotiated settlements and asset seizures. The programme's narrator introduced the part of the programme featuring the complainant, Ms Danin:

"Household debt in the UK is at an all time high and is getting worse. High Court Enforcement Agents Brian O'Shaughnessy and Graham Aldred are the last word in collecting from those can't or won't pay. Today, they're in Brighton to find the owner of a health spa who owes over £20,000".

The programme showed HCEAs, Mr Brian O'Shaughnessy and Mr Graham Aldred, arriving at a health spa and walking towards the entrance of the building. The name "Shadi Danin Group" was briefly visible in large lettering over the doorway (this was shown several times throughout the segment). The HCEAs spoke to Ms Danin, the owner of the business, about her failure to repay money owed to Spa Vision Limited following the loss of a court case which she had brought against the company. The narrator stated:

"After losing a court battle against three other companies, the spa owner now owes over £20,000 for legal costs. As she is taking further legal action, she thought that she didn't have to pay this yet. The agents' arrival is plainly a shock".

Ms Danin said: *"I didn't know there was anything against me".*

The narrator said: *"The owner claims she hasn't received the Writ. She makes a call to her barrister".*

Ms Danin was shown and heard speaking to her barrister on the phone, she said: *"...The High Court, they're here to enforce the Writ. I thought everything was under control anyhow? So, what's going on?"*

Mr Aldred was then shown speaking to Ms Danin's barrister, he said:

"...Spa Vision Limited. Shadi Danin Limited took them to court on the 6th February and lost the case. That's right, well we're here obviously to collect the monies owing. That was from a court, the request for money to be paid by a certain date and it hasn't been done. The letter was sent to this property on 15 August 2014..."

The narrator said: *"Ms Danin's barrister accepts that the Writ is valid"*.

Ms Danin explained to the HCEAs that she had not received a copy of the letter, that she did not have the money to pay the debt, and that she needed time to sort it out. Mr Aldred said:

"Well, you've had time, you've had since February to do this, on the 6th February 2014, three defendants you took to court, yeah?"

Ms Danin responded that the situation was under control and she explained that:

"The whole idea was that they were waiting because I'm suing my solicitor for misjudgement of the case and they agreed to wait until the outcome of the case. I can show you all the paperwork back and forth".

The HCEAs explained to Ms Danin that her action against her solicitor had nothing to do with the enforcement and said that they needed to *"...get a payment now, if not, we need to look at assets to remove"*. Ms Danin said that she did not have any assets for the HCEAs to take.

In an interview to camera, one of the HCEAs, Mr O'Shaughnessy, explained that they *"had to push the boundaries...to see how far debtors can go"*. The HCEAs were then shown looking around the business for assets. The narrator said:

"To prevent the agents seizing goods in the building, Ms Danin needs to prove they're not hers. She gets her accountant on the phone".

Mr Aldred said that Ms Danin's accountant confirmed that she could not pay the debt.

The narrator said: *"The owner can't supply any receipts. Instead, she shows the agents the only things she claims are hers"*.

Ms Danin showed the HCEAs stock she said was valued at £100,000, however, Ms Danin could not provide the receipts for the stock at that time.

Mr O'Shaughnessy said in interview:

"Just because there are assets there, it doesn't mean we want to take them if you don't pay it. We will push again as far as we can, but we want the full payment, and we make it clear that a possible outcome if you don't pay it will be removal of those assets".

The narrator said:

"Seizing goods and equipment is always the agents' last resort. They must now hope they can persuade Ms Danin to find over £20,000 – and fast".

After a break in the programme, the narrator said:

"In Brighton, High Court Enforcement Agents...are trying to collect £20,000 from the owner of a health spa".

Footage of Ms Danin telling the HCEAs that she did not have the money to pay them, and that she had not had time to sort it out was shown again as was Mr Aldred saying that she had *"...had since February to do this"*.

The HCEAs were shown considering whether to seize cosmetic and hair loss products shown to them by Ms Danin and which she had valued at £100,000. The narrator said:

"With Graham unsure about the value of the hair loss product, he has a dilemma. He needs payment, but doesn't want to shut the business down to get it. He decides to make Ms Danin an offer".

The programme showed Mr Aldred in Ms Danin's office, he said:

"Now the amount outstanding at the moment is £20,225.50. Now, can you pay that over three payments? I need £6,750.00 today, basically, and then I can set you up over another two payments, but if you can't do that, then I'm going to have to look at removing [assets] today..."

Ms Danin said that she could only pay £2,400 and Mr Aldred said that this was not enough.

The narrator said:

"Graham's offer is a good one, but if the spa owner turns it down, Graham will have no alternative but to take goods or equipment away".

Mr O'Shaughnessy was then shown talking to camera outside the building explaining that neither the HCEAs nor the courts wanted to take away assets that meant that a business could not trade anymore, but said that *"they [i.e. debtors] have to pay..."*.

Mr Aldred was shown telling Ms Danin that they were arranging to remove some of the specialist equipment from the spa. Ms Danin protested. The narrator explained that some of the equipment in the spa was expensive and that *"selling it will almost certainly cover Ms Danin's debt"*.

Mr Aldred was then shown telling Ms Danin:

"Okay, you need to raise £6,500 today, if you can't, then I'm going to be removing goods okay? I'm trying to work with you here, you owe £21,000, I'm trying to say spilt it over three payments".

Ms Danin asked for the details of who she needed to pay. Mr Aldred explained that the payment needed to be made by bank transfer and said:

"I'll give your details to my company and then I'll set you up on a monthly arrangement for the same – in three months' time it'll be cleared, done, finished..."

Mr Aldred said in an interview to camera:

"We set tight deadlines so that the debt can be paid to the creditor as soon as possible. I mean it all works on what the defendant or the debtor can afford. There's no point in putting someone on an arrangement that they can't afford every month".

The narrator said that Ms Danin was taking the HCEA's offer "more seriously" and that he was giving her some time to consider it. Mr Aldred said to camera:

"...I'm hoping now, she's on the phone to someone to try and get the £6,700 paid today and then I can set her up on the arrangement for the next couple of months to get it all sorted out. So, fingers crossed".

Mr O'Shaughnessy was shown explaining to camera:

"What Graham's done is, he's chopped it into three payments to clear the balance, and I think that's reasonable. It's about them trading and keeping them going so they can pay it. I'm going to speak to the claimant now and say look, you know, it's a good option, but I think they'll keep with it".

The narrator said: *"Having initially said that she can't pay, Ms Danin now finds the cash".*

Ms Danin was shown making the payment of £6,741.83 over the phone.

The narrator said:

"Graham's negotiation skills have worked. Ms Danin will need to make two more payments on the dates agreed with the agents – then the debt will be gone".

The HCEAs said goodbye to Ms Danin and left the property. Once outside, Mr O'Shaughnessy said:

"I honestly thought we were removing there. I'm glad we didn't though to be fair because we don't want to shut them down really do we?"

Mr Aldred said:

"At the end of the day – the client wants their money, these people still want to work and earn money, so the best way is to come up to an arrangement that suits both of them you know what I mean... It's keeping everybody happy..."

The section of the programme featuring Ms Danin and her business ended. Neither she, nor her business were shown or referred to again until the end of the programme, where earlier footage of her shown was repeated along with the following captions: *"Spa owner Ms Danin is up to date with her repayment plan."* and *"She is taking further legal action to recoup her losses."*

Summary of the complaint and broadcaster's response

Complaint

Mrs Fleet complained that Ms Danin was treated unjustly or unfairly in the programme as broadcast because the programme implied that Ms Danin and her business, Shadi Danin Group, were currently in debt for £20,000.

Ms Danin and her business were featured in the programme in 2014 for being in debt. However, although the debt had been settled in full more than two years ago, the programme was being repeated, to the detriment of Ms Danin's reputation and her business. Mrs Fleet said that the continued repetition of the programme had led to Ms Danin and her family becoming the subject of abuse.

Broadcaster's response

Channel 5 said that broadcasting the programme in August 2017 served the genuine public interest in the same way it had when it was first broadcast in November 2014. It said that viewers would have been able to discern between the first broadcast of episodes of the series, which appeared in "prime time slots on Channel 5", and repeats, which appeared on "non-prime time slots or on digital channels". Channel 5 said that, accordingly, viewers who watched this repeated programme on 5 Star on 20 August 2017 at 17:00 would have been reasonably expected to know that they were watching a repeat and that the events depicted in the programme had happened in the past. The broadcaster said that any "ordinary reasonable viewer" could only have concluded that:

- in 2014, Ms Danin's company owed over £20,000 in legal costs;
- a Writ was issued to recover the debt;
- Ms Danin genuinely, but incorrectly, thought that the legal action she was taking against her solicitor meant that she did not need to pay the debt;
- Ms Danin paid £6,741.83 on the day of the enforcement and agreed to make two further monthly payments to clear the debt in full; and,
- Ms Danin would have paid her debt in full by the latest in early 2015 as the programme clearly stated at the end: *"Spa owner Ms Danin is up to date with her repayment plan. She is taking further legal action to recoup her losses."*

Channel 5 said that it would be unreasonable, given the content of the programme, for any viewer to think that Ms Danin was "currently in debt for £20,000" whenever they watched the programme. It said that by the end of the programme, it was plain that Ms Danin had paid a third of the debt and that she was sticking to the arrangement to pay the remainder.

The broadcaster said that, given that the programme made clear that the HCEAs attended Ms Danin's business some short time after 15 August 2014¹, it would have been obvious to the ordinary reasonable viewer that Ms Danin would have repaid her debt in full by, at the latest, December 2014 or January 2015. It said that if it were otherwise, a viewer might have expected that the captions at the end of the programme would have been changed to indicate that Ms Danin had defaulted.

¹ Channel 5 said that the enforcement took place on 19 September 2014.

Channel 5 said that nothing in the programme suggested anything other than that Ms Danin was a hardworking, honourable businesswoman who had been mistaken about her liability to pay legal costs and who had taken immediate steps to arrange to settle the debt when the HCEAs attended her premises to execute the Writ.

Channel 5 said that viewers of the programme may have formed the view that Ms Danin had got into debt and then dealt with that as best she could when the Writ was executed. It said that if that was so, then that was true and that there was therefore no unfairness to Ms Danin in any viewer reaching that conclusion.

Ofcom's Preliminary View

Ofcom prepared a Preliminary View that Ms Danin's complaint should not be upheld. Both parties were given the opportunity to make representations on the Preliminary View. Ms Danin made representations that she did not accept that it was obvious to the viewing public that they were watching a repeat programme and that in her case this had had "disastrous consequences, causing an inordinate amount of stress and damage to my business". Channel 5 made no representations on Ofcom's Preliminary View.

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 our decision, we carefully considered all the relevant material. This included a recording of the programme as broadcast, both parties' written submissions, and supporting documentation. We also took account the representations made by the complainant on Ofcom's Preliminary View but we considered that 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.

We considered Ms Danin's complaint that she was treated unjustly or unfairly in the programme as broadcast because the programme implied that she and her business were "currently in debt for £20,000".

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

“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...”

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 content complained of had the potential to materially and adversely affect viewers' opinions of Ms Danin in a way that was unfair.

We took account of the fact that the programme followed HCEAs as they attempted to resolve debt disputes through negotiated settlements and asset recovery and that it included footage of enforcements taking place. We considered that the main premise of the programme was to show the consequences of getting into debt and that the enforcements shown would have been understood by viewers in this context.

In this case, and as set out in detail in the “Programme summary” above, the programme made it clear that the HCEAs were visiting Ms Danin's premises to enforce a Writ and recover a debt of approximately £20,000. The programme followed the enforcement process from the point the HCEAs entered Ms Danin's premises, to when they left having secured payment for a third of the amount owed and an agreement for Ms Danin to pay the remaining amount in two monthly instalments. We also took into account that at the end of the programme captions were shown in relation to Ms Danin's case, stating that: *“Spa owner Ms Danin is up to date with her repayment plan”* and *“She is taking further legal action to recoup her losses”*. In our view, the inclusion of these captions at the end of the programme had the potential to leave viewers with the impression that Ms Danin and her business were either still in debt, or still paying it off, at the time of the broadcast in 2017.

However, we also took into account that throughout the part of the programme involving Ms Danin, the programme made several references to the fact that the enforcement against Ms Danin had been filmed in 2014. For example, when one of the HCEAs was speaking to Ms Danin's barrister on the phone, he said:

“Shadi Danin Limited took them to court on the 6th February and lost the case. That's right, well we're here obviously to collect the monies owing. That was from a court, the request for money to be paid by a certain date and it hasn't been done. The letter was sent to this property on 15 August 2014...”

Later, the HCEA also told Ms Danin:

“Well you've had time, you've had since February to do this. On the 6th February 2014, three defendants you took to court, yeah?”

In our view, these references would have clearly signalled to viewers that the footage of Ms Danin and her business had been filmed in 2014, almost three years before the broadcast of the programme complained of was broadcast (i.e. 20 August 2017).

We also took into account that the programme made it clear that the HCEAs had come to an agreement with Ms Danin, that she would pay £6741.83 on the day of the enforcement, and that she would pay the remainder in two further monthly instalments. In particular, we took into account the following comments made by the HCEAs to Ms Danin:

"Now can you pay that over three payments? I need £6,750 today basically and then I can set you up over another two payments..."

...

"I'll give you details to my company and then I'll set you up on a monthly arrangement for the same – in three months' time it'll be cleared, done, finished..."

Ofcom also took into account the following comments made by the HCEAs to camera:

"I'm hoping now, she's on the phone to someone to try and get the £6,700 paid today and then I can set her up on the arrangement for the next couple of months to get it all sorted out".

...

"...chopped it into three payments to clear the balance, and I think that's reasonable...I think they'll keep with it".

Ms Danin was also shown making the payment of £6,741.83 over the phone.

Towards the end of the footage of the enforcement shown in the programme, the narrator said:

"Danin will need to make two more payments on the dates agreed with the agents – then the debt will be gone".

Ofcom noted that the captions *"Spa owner Ms Danin is up to date with her repayment plan"*, and *"She is taking further legal action to recoup her losses"*, which appeared at the end of the programme, did not appear to have been updated from when the programme was first broadcast in November 2014 as they did not explain that Ms Danin had since repaid the debt in full. We considered that it would have been clearer to viewers if this had been explained, however we did not consider that the programme gave the impression that Ms Danin and her business still owed £20,000, as she said in her complaint. Indeed, the programme had already shown Ms Danin paying £6,741.83 on the day of the enforcement. In our view, the caption *"Spa owner Ms Danin is up to date with her repayment plan"* gave a positive impression of Ms Danin as it indicated that she had kept to the re-payment plan agreed with the HCEAs. Whilst it necessarily relied on viewers making the relevant connections, we considered that anyone watching the programme on 20 August 2017 would have understood that Ms Danin was likely to have already paid the debt in full. As well as showing her making an initial payment, it also showed her agreeing to pay the remaining amount in two further monthly instalments and included reference to the debt being owed in August 2014.

Taking all the above factors into account, Ofcom therefore considered that the broadcaster had, in the particular circumstances of this case, taken reasonable care to satisfy itself that

material facts had not been presented, disregarded or omitted in a way that was unfair to Ms Danin, and that the repeat of the programme did not create unfairness to her.

Ofcom takes this opportunity to remind all broadcasters that repeating programmes a lengthy period after their original broadcast risks creating potential unfairness to individuals and/or organisations. In particular, broadcasters should periodically review repeat broadcasts of programmes to ensure that any material change in factual circumstances between the events depicted in the footage and its repeat broadcast does not cause unfairness to an individual and/or organisation. A consideration of the programme's depiction of the events as a whole will be important (as in this case), but specific details such as those found in captions, may also require careful updating.

Ofcom has not upheld Ms Danin's complaint, made on her behalf by Mrs Fleet, of unjust or unfair treatment in the programme as broadcast.

Investigations Not in Breach

Here are alphabetical lists of investigations that Ofcom has completed between 18 February and 3 March 2019 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
Politics Show	BCFM	23/11/2018	Due impartiality/bias
It Takes a Killer	CBS Reality	17/09/2018	Suicide and self harm
The Final Destination	Viasat 3	04/08/2018	Violence

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

Complaints assessed, not investigated

Here are alphabetical lists of complaints that, after careful assessment, Ofcom has decided not to pursue between 18 February and 3 March 2019 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
Rude Tube	4Music	24/02/2019	Under 18s in programmes	1
The Shocking Truth About Food	5Star	26/02/2019	Materially misleading	1
Programming	BabeNation	09/12/2018	Gender discrimination/offence	1
News	BBC / ITV / Channel 4	17/02/2019	Generally accepted standards	1
Drivetime	BCB 106.6 FM	12/02/2019	Generally accepted standards	1
The Equity Show	BCB 106.6 FM	07/02/2019	Elections/Referendums	1
Tom & Jerry	Boomerang UK	16/02/2019	Race discrimination/offence	1
Capital Breakfast	Capital FM London	05/02/2019	Offensive language	1
Yinka & Shayna Marie	Capital Xtra	09/02/2019	Offensive language	1
Bondi Rescue	CBS Reality	22/01/2019	Generally accepted standards	1
100 Vaginas	Channel 4	19/02/2019	Generally accepted standards	5
100 Vaginas (trailer)	Channel 4	19/02/2019	Scheduling	2
24 Hours in A&E	Channel 4	26/02/2019	Offensive language	1
Big Fat Quiz of the Year	Channel 4	26/12/2018	Generally accepted standards	1
BP advertisement	Channel 4	28/01/2019	Political advertising	1
Channel 4 News	Channel 4	06/02/2019	Due impartiality/bias	2
Channel 4 News	Channel 4	18/02/2019	Due accuracy	1
Channel 4 News	Channel 4	19/02/2019	Due impartiality/bias	1
Channel 4 News	Channel 4	21/02/2019	Race discrimination/offence	1
Countdown	Channel 4	11/02/2019	Generally accepted standards	1
Dispatches – Grenfell: Did the Fire Brigade Fail?	Channel 4	18/02/2019	Due impartiality/bias	84
Famous and Fighting Crime	Channel 4	11/02/2019	Materially misleading	1

Programme	Service	Transmission Date	Categories	Number of complaints
Gogglebox	Channel 4	22/02/2019	Generally accepted standards	2
Gogglebox	Channel 4	22/02/2019	Race discrimination/offence	1
Gogglebox	Channel 4	22/02/2019	Sexual orientation discrimination/offence	1
Hunted	Channel 4	14/02/2019	Materially misleading	173
Pure	Channel 4	30/01/2019	Generally accepted standards	1
Rude Tube	Channel 4	01/02/2019	Animal welfare	1
Skint Britain: Friends Without Benefits	Channel 4	13/02/2019	Animal welfare	23
Skint Britain: Friends Without Benefits	Channel 4	13/02/2019	Generally accepted standards	2
Skint Britain: Friends Without Benefits	Channel 4	20/02/2019	Crime and disorder	2
Sleeping with the Far Right	Channel 4	21/02/2019	Generally accepted standards	1
Sleeping with the Far Right	Channel 4	21/02/2019	Materially misleading	1
The Last Leg	Channel 4	22/02/2019	Generally accepted standards	1
The Secret Lives of Slim People	Channel 4	18/02/2019	Dangerous behaviour	1
Traitors (trailer)	Channel 4	14/02/2019	Scheduling	1
13 Going On 30	Channel 5	16/02/2019	Offensive language	1
Deadly Attraction	Channel 5	13/02/2019	Violence	1
Dogs Behaving (Very) Badly	Channel 5	19/02/2019	Dangerous behaviour	1
Floogals	Channel 5	27/02/2019	Generally accepted standards	1
Friends	Channel 5	19/02/2019	Sexual material	1
How to Leave an Abusive Partner Safely	Channel 5	20/02/2019	Gender discrimination/offence	2
Jeremy Vine	Channel 5	21/02/2019	Due impartiality/bias	1
Jeremy Vine	Channel 5	25/02/2019	Generally accepted standards	1
Make You Laugh Out Loud	Channel 5	17/02/2019	Scheduling	1
My Husband's Double Life	Channel 5	01/02/2019	Scheduling	1
Neighbours	Channel 5	14/02/2019	Nudity	1
Obese Teen Bingers	Channel 5	26/02/2019	Generally accepted standards	1
Posh Hotels with Sally & Nigel	Channel 5	22/02/2019	Animal welfare	1

Programme	Service	Transmission Date	Categories	Number of complaints
Rich Kids Go Skint	Channel 5	12/02/2019	Generally accepted standards	1
Ryanair: Britain's Most Hated Airline?	Channel 5	07/02/2019	Materially misleading	1
Spending Secrets of the Royals	Channel 5	22/02/2019	Materially misleading	1
The Bachelor UK (trailer)	Channel 5	16/02/2019	Religious/Beliefs discrimination/offence	1
The Gadget Show	Channel 5	07/12/2018	Competitions	1
Who Needs a Man When You've Got a Spray Tan?	Channel 5	24/02/2019	Gender discrimination/offence	1
Mail on Sunday advertisement	Classic FM	10/02/2019	Political advertising	1
Programming	Classic FM	31/01/2019	Materially misleading	1
Voice of Dunya	Dunya TV	02/11/2018	Generally accepted standards	1
Coach Trip: Road to Barcelona	E4	13/02/2019	Generally accepted standards	1
Naked Attraction	E4	24/02/2019	Generally accepted standards	1
The Hangover Games (trailer)	E4	15/02/2019	Drugs, smoking, solvents or alcohol	1
Vogue, Spencer and Baby Too	E4	14/01/2019	Religious/Beliefs discrimination/offence	1
Land Girls	Film 4	08/02/2019	Sexual material	1
Funky SX	Funky SX 103.7FM	14/02/2019	Offensive language	1
Geo World News UK	Geo News	13/02/2019	Violence	1
Geo World News UK	Geo News	14/02/2019	Violence	1
Competition	Heart	n/a	Competitions	1
Heart's Nightly News	Heart Scotland	14/02/2019	Violence	1
Heart Breakfast with Tom, Nicola & Jack	Heart Sussex	17/01/2019	Race discrimination/offence	1
India Today	India Today	19/02/2019	Generally accepted standards	1
Call the Cleaners	ITV	12/02/2019	Offensive language	1
Cleaning Up	ITV	13/02/2019	Crime and disorder	1
Cleaning Up	ITV	13/02/2019	Generally accepted standards	1
Cold Feet	ITV	04/02/2019	Materially misleading	1
Cold Feet	ITV	11/02/2019	Materially misleading	1
Cold Feet	ITV	18/02/2019	Generally accepted standards	2
Coronation Street	ITV	08/02/2019	Under 18s in programmes	1

Programme	Service	Transmission Date	Categories	Number of complaints
Coronation Street	ITV	11/02/2019	Drugs, smoking, solvents or alcohol	1
Coronation Street	ITV	11/02/2019	Generally accepted standards	1
Coronation Street	ITV	13/02/2019	Violence	1
Coronation Street	ITV	18/02/2019	Generally accepted standards	1
Coronation Street	ITV	18/02/2019	Product placement	1
Coronation Street	ITV	22/02/2019	Race discrimination/offence	1
Coronation Street	ITV	25/02/2019	Offensive language	2
Dancing on Ice	ITV	24/02/2019	Nudity	5
Emmerdale	ITV	14/01/2019	Generally accepted standards	1
Emmerdale	ITV	29/01/2019	Materially misleading	1
Emmerdale	ITV	18/02/2019	Generally accepted standards	1
Emmerdale	ITV	20/02/2019	Generally accepted standards	1
Emmerdale	ITV	28/02/2019	Other	1
Emmerdale	ITV	n/a	Generally accepted standards	1
Endeavour	ITV	17/02/2019	Offensive language	1
Good Morning Britain	ITV	05/02/2019	Generally accepted standards	1
Good Morning Britain	ITV	08/02/2019	Generally accepted standards	4
Good Morning Britain	ITV	14/02/2019	Due impartiality/bias	1
Good Morning Britain	ITV	15/02/2019	Due impartiality/bias	2
Good Morning Britain	ITV	15/02/2019	Generally accepted standards	1
Good Morning Britain	ITV	18/02/2019	Generally accepted standards	1
Good Morning Britain	ITV	18/02/2019	Religious/Beliefs discrimination/offence	1
Good Morning Britain	ITV	20/02/2019	Generally accepted standards	1
Good Morning Britain	ITV	21/02/2019	Race discrimination/offence	10
Good Morning Britain	ITV	21/02/2019	Due impartiality/bias	1
Good Morning Britain	ITV	25/02/2019	Sexual orientation discrimination/offence	1
Grantchester	ITV	08/02/2019	Generally accepted standards	1
ITV News	ITV	11/02/2019	Violence	1

Programme	Service	Transmission Date	Categories	Number of complaints
ITV News	ITV	12/02/2019	Due accuracy	1
ITV News	ITV	19/02/2019	Due impartiality/bias	2
ITV News	ITV	20/02/2019	Generally accepted standards	6
ITV News	ITV	21/02/2019	Due impartiality/bias	1
ITV News	ITV	26/02/2019	Dangerous behaviour	1
James Martin's Great British Adventures	ITV	20/02/2019	Materially misleading	1
Judge Rinder	ITV	05/02/2019	Generally accepted standards	1
Loose Women	ITV	08/02/2019	Generally accepted standards	1
Loose Women	ITV	12/02/2019	Gender discrimination/offence	1
Loose Women	ITV	15/02/2019	Generally accepted standards	3
Loose Women	ITV	20/02/2019	Offensive language	2
Lorraine	ITV	30/01/2019	Generally accepted standards	3
Lorraine	ITV	18/02/2019	Gender discrimination/offence	1
Lorraine	ITV	19/02/2019	Race discrimination/offence	1
Lorraine	ITV	20/02/2019	Generally accepted standards	2
Lorraine	ITV	23/02/2019	Race discrimination/offence	1
Lorraine	ITV	25/02/2019	Generally accepted standards	1
Lorraine	ITV	25/02/2019	Race discrimination/offence	1
Lorraine	ITV	27/02/2019	Generally accepted standards	3
More Than Insurance's sponsorship of ITV showcase drama	ITV	04/02/2019	Sponsorship credits	1
Out There	ITV	23/02/2019	Generally accepted standards	1
Party Political Broadcast by the Labour Party	ITV	13/02/2019	Materially misleading	1
Party Political Broadcast by the Liberal Democrats Party	ITV	20/02/2019	Due impartiality/bias	1

Programme	Service	Transmission Date	Categories	Number of complaints
Peston	ITV	20/02/2019	Due impartiality/bias	1
Project Z (trailer)	ITV	02/02/2019	Scheduling	1
Scrambled!	ITV	17/02/2019	Due impartiality/bias	1
Small Fortune	ITV	16/02/2019	Offensive language	16
Small Fortune	ITV	23/02/2019	Generally accepted standards	1
Tenable	ITV	08/02/2019	Race discrimination/offence	1
The Big Fight: DeGale v Eubank Jr Face to Face	ITV	22/02/2019	Animal welfare	1
The BRIT Awards 2019	ITV	20/02/2019	Gender discrimination/offence	2
The BRIT Awards 2019	ITV	20/02/2019	Generally accepted standards	1
The BRIT Awards 2019	ITV	20/02/2019	Race discrimination/offence	1
The BRIT Awards 2019	ITV	20/02/2019	Religious/Beliefs discrimination/offence	2
The Chase	ITV	18/02/2019	Age discrimination/offence	1
The Jeremy Kyle Show	ITV	14/02/2019	Generally accepted standards	3
The Jeremy Kyle Show	ITV	15/02/2019	Generally accepted standards	1
The Voice UK	ITV	16/02/2019	Religious/Beliefs discrimination/offence	1
This Morning	ITV	17/12/2018	Competitions	1
This Morning	ITV	13/02/2019	Generally accepted standards	1
This Morning	ITV	14/02/2019	Competitions	1
This Morning	ITV	15/02/2019	Generally accepted standards	1
This Morning	ITV	21/02/2019	Due impartiality/bias	1
This Morning	ITV	22/02/2019	Generally accepted standards	1
Tonight: Too Old to Drive	ITV	14/02/2019	Gender discrimination/offence	1
Celebrity Juice	ITV2	12/02/2019	Generally accepted standards	1
Fifty Shades of Grey	ITV2	14/02/2019	Sexual material	1
Spectre	ITV2	15/02/2019	Offensive language	1
You've Been Framed	ITV2	15/02/2019	Animal welfare	1
FYI Daily	ITV2+1	12/01/2019	Generally accepted standards	1

Programme	Service	Transmission Date	Categories	Number of complaints
Cold Feet	ITV3	11/02/2019	Materially misleading	1
River Monsters	ITV4	17/02/2019	Materially misleading	1
Snooker Grand Prix	ITV4	07/02/2019	Race discrimination/offence	1
Ferne McCann: First Time Mum	ITVBe	20/02/2019	Under 18s in programmes	46
Breaking News med Jessica Almenäs	Kanal 5 (Sweden)	06/02/2019	Generally accepted standards	1
Andrew Pierce	LBC 97.3 FM	15/02/2019	Generally accepted standards	1
Anna Soubry	LBC 97.3 FM	21/02/2019	Due impartiality/bias	1
David Lammy standing in for James O'Brien	LBC 97.3 FM	18/02/2019	Due impartiality/bias	1
Jacob Rees-Mogg Show	LBC 97.3 FM	15/02/2019	Due impartiality/bias	1
James O'Brien	LBC 97.3 FM	05/02/2019	Generally accepted standards	1
James O'Brien	LBC 97.3 FM	11/02/2019	Generally accepted standards	4
James O'Brien	LBC 97.3 FM	13/02/2019	Due impartiality/bias	1
Nick Ferrari	LBC 97.3 FM	04/12/2018	Race discrimination/offence	1
Nigel Farage	LBC 97.3 FM	30/01/2019	Generally accepted standards	1
Nigel Farage	LBC 97.3 FM	01/02/2019	Due impartiality/bias	1
Nigel Farage	LBC 97.3 FM	10/02/2019	Due impartiality/bias	4
Shelagh Fogarty	LBC 97.3 FM	19/02/2019	Race discrimination/offence	1
Steve Allen	LBC 97.3 FM	15/02/2019	Race discrimination/offence	2
Steve Allen	LBC 97.3 FM	18/02/2019	Generally accepted standards	1
Steve Allen	LBC 97.3 FM	18/02/2019	Sexual orientation discrimination/offence	1
Steve Allen	LBC 97.3 FM	21/02/2019	Generally accepted standards	1
Tom Swarbrick	LBC 97.3 FM	19/02/2019	Race discrimination/offence	1
News	Magic 105.4	07/02/2019	Due accuracy	1
Broadcast competition	Magic FM	n/a	Competitions	1
New Direction	Manoto TV	08/01/2019	Race discrimination/offence	1
Coast v Country	More4	26/02/2019	Advertising placement	1
Killer in my Family	Really	31/01/2019	Materially misleading	1

Programme	Service	Transmission Date	Categories	Number of complaints
Mike Toolan Weekday Show	Rock FM	28/01/2019	Generally accepted standards	1
Going Underground	RT	30/01/2019	Due impartiality/bias	1
Ukraine on Fire	RT	19/02/2019	Due impartiality/bias	2
Ukraine on Fire	RT	19/02/2019	Violence	1
All Out Politics	Sky News	18/10/2018	Due impartiality/bias	1
All Out Politics	Sky News	14/02/2019	Due impartiality/bias	1
All Out Politics	Sky News	22/02/2019	Due impartiality/bias	1
Kay Burley	Sky News	18/02/2019	Due impartiality/bias	1
Kay Burley	Sky News	19/02/2019	Due impartiality/bias	1
Paper Review	Sky News	20/02/2019	Due impartiality/bias	1
Press Preview	Sky News	17/02/2019	Generally accepted standards	1
Press Preview	Sky News	21/02/2019	Due impartiality/bias	1
Sky News	Sky News	14/02/2019	Generally accepted standards	4
Sky News	Sky News	16/02/2019	Due impartiality/bias	1
Sky News	Sky News	17/02/2019	Generally accepted standards	1
Sky News	Sky News	18/02/2019	Due accuracy	1
Sky News	Sky News	20/02/2019	Generally accepted standards	1
Sky News	Sky News	21/02/2019	Due impartiality/bias	1
Sky News	Sky News	22/02/2019	Due accuracy	1
Sky News	Sky News	22/02/2019	Due impartiality/bias	2
Sky News	Sky News	23/02/2019	Scheduling	1
Sky News	Sky News	20/03/2019	Due impartiality/bias	1
Sophy Ridge on Sunday	Sky News	10/02/2019	Due impartiality/bias	1
Premier League Football	Sky Sports Main Event	03/02/2019	Gender discrimination/offence	1
Sky Sports News	Sky Sports News	16/01/2019	Due impartiality/bias	1
Sky Sports News	Sky Sports News	16/01/2019	Materially misleading	1
Caught on Dashcam	Sky Witness HD	20/02/2019	Generally accepted standards	1
Rob & Romesh Vs Superstar DJs	Sky1	20/02/2019	Race discrimination/offence	1
Soccer AM	Sky1	16/02/2019	Race discrimination/offence	1
The Russell Howard Hour	Sky1	05/02/2019	Generally accepted standards	1
Virtual Lies	Sony Movie Channel	05/02/2019	Violence	1
Kulfi Kumarr Bajewla	Star Plus	13/02/2019	Generally accepted standards	1

Programme	Service	Transmission Date	Categories	Number of complaints
The Late Night Alternative with Iain Lee	Talk Radio	01/02/2019	Age discrimination/offence	1
Alan Brazil's Sports Breakfast	talkSPORT	11/01/2019	Generally accepted standards	1
Breakfast Show	talkSPORT	15/12/2018	Due impartiality/bias	1
Mike Toolan	TFM 96.6 FM	13/02/2019	Generally accepted standards	1
Not Another Teen Movie	TV6 Sweden	09/02/2019	Nudity	1
Programming	TV99	29/11/2018	Violence	1
UTV Live	UTV	06/02/2019	Due accuracy	1
Programming	Various	n/a	Other	1
Eddie Temple Morris	Virgin Radio	15/11/2018	Due impartiality/bias	1
Amy Voce	Virgin Radio UK	28/01/2019	Generally accepted standards	1
Bite Club (trailer) &	W	16/02/2019	Violence	1
Ted Bundy: Serial Monster (trailer)	W	16/02/2019	Violence	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
The Andrew Marr Show	BBC 1	25/11/2018	Due impartiality/bias	1
Newsnight	BBC 2	31/07/2018	Fairness	1
Politics Live	BBC 2	20/12/2018	Generally accepted standards	1
QI	BBC 2	22/10/2018	Race discrimination/offence	1
BBC News	BBC News Channel	12/11/2018	Generally accepted standards	1
BBC News	BBC News Channel	06/01/2019	Due impartiality/bias	1
Newsroom Live	BBC News Channel	06/08/2018	Due accuracy	1
Today	BBC Radio 4	19/01/2019	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 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
Advertisement	5 USA	22/02/2019	Advertising content	1
Absolute Radio Limited	Absolute 90s	n/a	Other	1
Andover Radio Limited	Andover Radio	n/a	Other	1
Andover Radio Limited	Andover Radio	n/a	Other	1
Panorama	BBC 1	n/a	Outside of remit	15
Advertisement	Channel 4	24/02/2019	Advertising content	1
Channel 4 News	Channel 4	20/02/2019	Outside of remit	1
Dispatches – Grenfell: Did the Fire Brigade Fail?	Channel 4	18/02/2019	Outside of remit	8
Open University advertisement	Channel 4	31/01/2019	Advertising content	1
Advertisement	Channel 5	17/02/2019	Advertising content	1
Non-editorial (technical issue)	DAZN (Italy)	16/02/2019	Non-editorial	1
Advertisement	E4	12/02/2019	Advertising content	1
The Hangover Games	E4	01/03/2019	Outside of remit	1
Advertisement	Heart Radio (Essex)	21/02/2019	Advertising content	1
Programming	History Channel	17/02/2019	Outside of remit	1
Teleshopping	Hochanda	31/12/2018	Teleshopping	1
Advertisement	ITV	08/02/2019	Advertising content	1
Advertisement	ITV	09/02/2019	Advertising content	1
Advertisement	ITV	09/02/2019	Advertising content	1
Advertisement	ITV	21/02/2019	Advertising content	1
Good Morning Britain	ITV	20/02/2019	Outside of remit	1
The BRIT Awards 2019	ITV	20/02/2019	Outside of remit	1
Advertisements	LBC 97.3 FM	n/a	Outside of remit	1
Cathedral of the Sea	Netflix	21/02/2019	Protection of under 18s	1
Masha and the Bear Series	Netflix	16/02/2019	Violence	1
Snooker: Welsh Open 2019	Quest	17/02/2019	Outside of remit	1
Advertisement	Quest Red	21/02/2019	Advertising content	1
Advertisement	Really	16/02/2019	Advertising content	1
Ishq Mai Marjawa	Rishtey	12/02/2019	Outside of remit	1

Programme	Service	Transmission Date	Categories	Number of complaints
Various	Sky Q catch up	10/11/2019	Access services	1
Advertisement	Sky1	18/02/2019	Advertising content	1
The Voice UK	STV	26/01/2019	Outside of remit	1
Good Morning Britain	STV Player	22/01/2019	Other	1
Non-editorial (technical issue)	STV Player	19/12/2018	Non-editorial	1
Advertisement	The Eagle	07/02/2019	Advertising content	1
Adam Boulton / Sky News	Twitter	20/02/2019	Outside of remit	1
Non-editorial (subscription)	Virgin On-Demand	01/10/2018	Non-editorial	1
Advertisement	W	12/02/2019	Advertising content	1

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
Africa with Adi Adepitan	BBC	24/02/2019	Race discrimination/offence	1
Programming	BBC	24/02/2019	Generally accepted standards	1
Programming	BBC	n/a	Due impartiality/bias	1
Programming	BBC	n/a	Generally accepted standards	1
BBC News	BBC 1	06/02/2019	Due impartiality/bias	2
BBC News	BBC 1	13/02/2019	Animal welfare	1
BBC News	BBC 1	15/02/2019	Violence	1
BBC News	BBC 1	25/02/2019	Generally accepted standards	1
BBC News	BBC 1	27/02/2019	Due impartiality/bias	1
Breakfast	BBC 1	01/03/2019	Sexual material	1
Casualty	BBC 1	09/02/2019	Violence	1
Countryfile	BBC 1	17/02/2018	Violence	1
Programming	BBC 1	06/02/2019	Due impartiality/bias	1
Question Time	BBC 1	07/02/2019	Due impartiality/bias	3
South Today	BBC 1	12/02/2019	Generally accepted standards	1
The Greatest Dancer	BBC 1	16/02/2019	Promotion of products/services	1
The Greatest Dancer	BBC 1	23/02/2019	Nudity	1
The One Show	BBC 1	19/01/2019	Crime and disorder	2
The One Show	BBC 1	19/02/2019	Generally accepted standards	1
Warren	BBC 1	25/02/2019	Crime and disorder	1
Warren	BBC 1	25/02/2019	Offensive language	1
BBC News	BBC 1 / BBC News Channel	18/02/2019	Generally accepted standards	1
Party Political Broadcast by the Scottish Labour Party	BBC 1 Scotland	13/02/2019	Materially misleading	1

Programme	Service	Transmission or Accessed Date	Categories	Number of Complaints
Party Political Broadcast by the UK Independence Party	BBC 1 Wales	21/02/2019	Generally accepted standards	1
Mock the Week	BBC 2	19/02/2019	Race discrimination/offence	1
Newsnight	BBC 2	18/02/2019	Due impartiality/bias	1
Victoria Derbyshire	BBC 2	25/02/2019	Due impartiality/bias	1
BBC News	BBC channels	17/02/2019	Due impartiality/bias	1
BBC News	BBC channels	17/02/2019	Generally accepted standards	1
BBC News	BBC channels	n/a	Due impartiality/bias	1
Programming	BBC channels	n/a	Due impartiality/bias	3
The Andrew Marr Show	BBC channels	17/02/2019	Due impartiality/bias	1
BBC News	BBC News Channel	06/02/2019	Due impartiality/bias	1
BBC News	BBC News Channel	25/02/2019	Due impartiality/bias	1
PM	BBC Radio 4	07/02/2019	Due impartiality/bias	1
Today	BBC Radio 4	07/02/2019	Due impartiality/bias	2
Woman's Hour	BBC Radio 4	25/02/2019	Generally accepted standards	1
Stephen Nolan	BBC Radio 5 Live	17/02/2019	Due impartiality/bias	2
Stephen Nolan	BBC Radio 5 Live	18/02/2019	Due impartiality/bias	1
The Stephen Nolan Show	BBC Radio Ulster	04/09/2018	Sexual orientation discrimination/offence	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 18 February and 3 March 2019.

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

Programme	Service	Transmission Date
Keep Breakfast	Keep 106	14/02/2019
Steve Allen	LBC 97.3 FM	31/01/2019
Morning Show	Secklow Sounds	17/01/2019
Leading the Way	TBN UK	29/01/2019
ZEE Companion	ZEE TV	18/01/2019

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 General Procedures for investigating breaches of broadcast licences

Licensee	Licensed Service
Bradford Asian Radio Limited Company	Bradford Asian Radio
Khalsa Television Limited	KTV
Secklow Sounds CIC	Secklow Sounds

For more information about how Ofcom assesses complaints and conducts investigations about broadcast licences, go to:

https://www.ofcom.org.uk/_data/assets/pdf_file/0019/31942/general-procedures.pdf