

# **Ofcom Broadcast Bulletin**

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## Introduction

The Broadcast Bulletin reports on the outcome of investigations into alleged breaches of those Ofcom codes which broadcasting licensees are required to comply. These include:

- a) Ofcom's Broadcasting Code ("the Code") which took effect on 25 July 2005 (with the exception of Rule 10.17 which came into effect on 1 July 2005). This Code is used to assess the compliance of all programmes broadcast on or after 25 July 2005. The Broadcasting Code can be found at <http://www.ofcom.org.uk/tv/ifi/codes/bcode/>
- b) the Code on the Scheduling of Television Advertising ("COSTA") which came into effect on 1 September 2008 and contains rules on how much advertising and teleshopping may be scheduled in programmes, how many breaks are allowed and when they may be taken. COSTA can be found at [http://www.ofcom.org.uk/tv/ifi/codes/code\\_adv/tacode.pdf](http://www.ofcom.org.uk/tv/ifi/codes/code_adv/tacode.pdf).
- c) other codes and requirements that may also apply to broadcasters, depending on their circumstances. These include the Code on Television Access Services (which sets out how much subtitling, signing and audio description relevant licensees must provide), the Code on Electronic Programme Guides, the Code on Listed Events, and the Cross Promotion Code. Links to all these codes can be found at <http://www.ofcom.org.uk/tv/ifi/codes/>

From time to time adjudications relating to advertising content may appear in the Bulletin in relation to areas of advertising regulation which remain with Ofcom (including the application of statutory sanctions by Ofcom).

It is Ofcom policy to state the full language used on air by broadcasters who are the subject of a complaint where it is relevant to the case. Some of the language used in Ofcom Broadcast Bulletins may therefore cause offence.

## Standards cases

### Notice of Sanction

#### **Red Hot 40+, Red Hot Amateur, Red Hot Girl Girl, Red Hot Just 18, Red Hot DD, and Red Hot Fetish Channels**

*References to website URLs, 21 July - 28 August 2008, various times*

#### **Television X2**

*Bathroom Bitches, 4 September 2008 at 21:53*

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On 18 May 2009 Ofcom published its decision to impose a statutory sanction on the following licensees, controlled by Portland Media Group UK Limited:

- RHF Productions Limited (“RHF”); and
- Portland (CI) Enterprises Limited (“Portland Enterprises”).

#### RHF

The statutory sanction imposed on RHF, in respect of various of its channels (“the Red Hot Channels”)<sup>1</sup>, was for seriously and repeatedly failing to ensure compliance with the Code. The Red Hot Channels were found in breach of the following Code Rules:

- Rule 1.2 (protection of under-eighteens);
- Rule 1.3 (protection of children by appropriate scheduling);
- Rule 2.1 (generally accepted standards); and
- Rule 2.3 (material that may cause offence must be justified by context).

Ofcom found RHF in breach of these Rules due to the fact that the Red Hot Channels had broadcast, in unencrypted form, website URLs<sup>2</sup>, which gave access to websites on which the equivalent of R18-rated content was available, without the need for prior registration or any form of age verification. Ofcom considered this to demonstrate:

- failure to protect viewers under the age of 18 (breach of Rules 1.2 and 1.3); and
- failure to protect members of the public from harmful material, which could not be justified by the context (breach of Rules 2.1 and 2.3).

For the reasons set out in this adjudication Ofcom imposed a financial penalty of **£25,000** on RHF (payable to HM Paymaster General).

#### Portland Enterprises

The statutory sanction imposed on Portland Enterprises, in respect of Television X2<sup>3</sup>, was for seriously failing to ensure compliance with the Code. Television X2 was found in breach of the following Code Rule:

- Rule 1.25 (R18-rated material or its equivalent must not be broadcast).

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<sup>1</sup> Red Hot 40+, Red Hot Amateur, Red Hot Girl Girl, Red Hot Just 18, Red Hot DD, and Red Hot Fetish.

<sup>2</sup> [www.redhottv.co.uk](http://www.redhottv.co.uk) and [www.televisionx.co.uk](http://www.televisionx.co.uk)

<sup>3</sup> Since 30 October 2008, Television X2 has been known as “Television X Amateur”.

Ofcom found Portland Enterprises in breach of this Rule due to the fact that Television X2 had broadcast content in a programme called *Bathroom Bitches* which was the equivalent of R18-rated material. The broadcast of content which is equivalent to R18-rated material (whether encrypted or unencrypted) is prohibited under the Code.

For the reasons set out in this adjudication Ofcom imposed a financial penalty of **£27,500** on Portland Enterprises (payable to HM Paymaster General).

The full adjudication is available at:

[http://www.ofcom.org.uk/tv/obb/ocsc\\_adjud/rhfportland.pdf](http://www.ofcom.org.uk/tv/obb/ocsc_adjud/rhfportland.pdf)

## In Breach

### Advertisement for Response2Route

*Bath FM, 13 to 19 February 2009, various times*

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#### Introduction

Response2Route is a local campaign against a bus transport scheme in the Bath area. The scheme is proposed by Bath and North East Somerset Council. Bath FM broadcast an advertisement by Response2Route over the course of a week.

The advertisement claimed widespread public and business opposition to the transport scheme, described environmental and other objections, gave the campaign's website address and encouraged listeners to register their protest with the council. The advertising stated:

*"Bath's council wants to spend £16m of taxpayers' money building a new road into town, a private road -, for private buses – fares please! – with your money – fares please! – on green land. 81% of you opposed it in the Chronicle's poll; 65% of businesses opposed it in a recent poll; over 3000 of you signed our petition. But the Council won't listen – to you, about your money, your environment. Object to the BRT planning application online before February 23<sup>rd</sup>. It's quick and easy: Response2Route.co.uk shows you how. Response2Route: because building roads is not a solution."*

A listener complained about the advertisement, questioning whether such advertising is permitted on broadcast media.

Political advertising is prohibited on television and radio, under section 321 of the Communications Act 2003 ("the Act") and, for radio, by Section 2, Rule 15 of the Broadcast Committee of Advertising Practice ("BCAP") Radio Advertising Standards Code ("the Radio Advertising Code"). The relevant extracts from the Act and the Radio Advertising Code are given in full at the end of this adjudication.

The Radio Advertising Code is now administered on Ofcom's behalf by the Advertising Standards Authority ("the ASA") and BCAP. However, under the terms of the Memorandum of Understanding between Ofcom and the ASA, Ofcom remains responsible for enforcing the rules on Political Advertising.

Ofcom sought Bath FM's comments on whether:

- a) the advertisement showed "...partiality in matters of political or industrial controversy or relating to current public policy" as proscribed by Section 2, Rule 15 a) of the Radio Advertising Code, and whether it was "...broadcast by, or on behalf of, a body whose objects are wholly or mainly of a political nature", as proscribed by section 321(2)(a) of the Act and Section 2, Rule 15 b) of the Radio Advertising Code; and
- b) the advertisement was, by encouraging opposition to a local authority policy, "directed towards a political end", as proscribed by sections 321(2)(b) of the Act and Section 2, Rule 15 of the Radio Advertising Code.

## Response

Bath FM accepted that the advertisement did not comply with the Act or the Radio Advertising Code.

The licensee explained that the booking for the commercial airtime was handled regionally within the South West Radio group<sup>1</sup> but that the copy clearance was undertaken locally by the radio station.

Although the radio station was advised by the regional group of the need for central clearance by the Radio Advertising Clearance Centre (“the RACC”)<sup>2</sup> this was not acted on. Only after the advertising had been transmitted for a week was it sent for assessment by the RACC. The RACC confirmed that the advertising fell into a prohibited category and was unacceptable for broadcast.

The advertising was initially booked for seven days and was transmitted five times each day. At the end of the seven days the advertiser sought to book a second week but was refused by the licensee.

Bath FM said it had taken “appropriate internal action with the parties concerned” and had tightened its internal procedures: a further check has been introduced that prevents the broadcast of ‘special’ categories without an RACC clearance number being entered.

## Decision

It is Ofcom’s statutory duty to regulate broadcast advertising to ensure that the regulatory regime set out in the Act is enforced and to set standards in accordance with the objectives specifically set out in the Act.

Since commercial broadcasting began in the UK in the 1950s, Parliament has made clear through successive Acts of Parliament concerning broadcast regulation that ‘political’ advertising should not be permitted on television or radio. Section 321 of the Act makes clear that an advertisement breaches the prohibition on political advertising if it is:

- an advertisement which is inserted by or on behalf of a body whose objects are wholly or mainly of a political nature (section 321(2)(a) of the Act);
- an advertisement that is directed towards a political end (section 321(2)(b) of the Act).

The Act has made the statutory definition of “objects of a political nature” and “political ends”, for the purposes of the prohibition, more explicit than in any previous legislation. The definition is reflected in Section 2 of the Radio Advertising Code, which is given in full at the end of this decision.

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<sup>1</sup> Bath FM is part of the South West Radio group. The group also operates radio stations in Swindon/North Wiltshire, Bridgewater, West Somerset, and Warminster.

<sup>2</sup> The Radio Advertising Clearance Centre (RACC) is a specialist body that checks radio advertising in advance of broadcast for conformity with legislative and statutory code of practice requirements. Certain categories of advertising are mandated for central clearance by the Radio Advertising Code; these include proposed advertisements that are ‘political’ in nature.

The Act gives examples of political objects and political ends, including:

- “influencing the policies or decisions of local, regional or national governments, whether in the United Kingdom or elsewhere”; and
- “promoting the interests of a party or other group of persons organised, in the United Kingdom or elsewhere, for political ends”.

(Section 321(3)(c) and (g), respectively).

First, Ofcom had to establish whether Response2Route is a body that is permitted to advertise on radio. The group describes itself (see [www.response2route.co.uk](http://www.response2route.co.uk)) as an organisation which opposes the local council’s plans to build a new road. Its objective is to oppose a local government policy. Response2Route is therefore, in Ofcom’s view, a body prohibited from advertising on TV and radio as its objects are wholly or mainly political in nature. In this case, Response2Route’s objects include influencing the policies or decisions of a local government.

Second, Ofcom considered the content of the advertisement. The advertisement was explicit in its condemnation of the local government policy and in its call to action to listeners to register opposition to the policy. The content was directed towards a political end, by first stating that the council was not listening to its electorate and then encouraging listeners to join its campaign to oppose the council’s policies (see advertisement’s script in the Introduction). The advertisement was aimed at influencing local government policy and decisions and was therefore directed towards a political end. It was therefore a political advertisement as defined by the Act.

Ofcom therefore concluded that the advertising was in breach of Section 2, Rule 15 of the Radio Advertising Standards Code taking into account sections 321(2)(a) and (b) of the Act.

Ofcom notes the licensee admits these breaches but was concerned that it failed to ensure the advertisement was initially cleared by the RACC.

### **Breach of Section 2, Rule 15 of the BCAP Radio Advertising Standards Code,**

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#### **Extracts from the relevant legislation and code**

##### Communications Act 2003, Section 319(1) & (2)(g)

*(1) It shall be the duty of OFCOM to set, and from time to time to review and revise, such standards for the content of programmes to be included in television and radio services as appear to them best calculated to secure the standards objectives.*

*(2) The standards objectives are—*

...

*(g) that advertising that contravenes the prohibition on political advertising set out in section 321(2) is not included in television or radio services;*



Communications Act 2003, Sections 321(2) and (3)

*(2) For the purposes of section 319(2)(g) an advertisement contravenes the prohibition on political advertising if it is—*

- (a) an advertisement which is inserted by or on behalf of a body whose objects are wholly or mainly of a political nature;*
- (b) an advertisement which is directed towards a political end; or*
- (c) an advertisement which has a connection with an industrial dispute.*

*(3) For the purposes of this section objects of a political nature and political ends include each of the following—*

- (a) influencing the outcome of elections or referendums, whether in the United Kingdom or elsewhere;*
- (b) bringing about changes of the law in the whole or a part of the United Kingdom or elsewhere, or otherwise influencing the legislative process in any country or territory;*
- (c) influencing the policies or decisions of local, regional or national governments, whether in the United Kingdom or elsewhere;*
- (d) influencing the policies or decisions of persons on whom public functions are conferred by or under the law of the United Kingdom or of a country or territory outside the United Kingdom;*
- (e) influencing the policies or decisions of persons on whom functions are conferred by or under international agreements;*
- (f) influencing public opinion on a matter which, in the United Kingdom, is a matter of public controversy;*
- (g) promoting the interests of a party or other group of persons organised, in the United Kingdom or elsewhere, for political ends.*

BCAP Radio Advertising Standards Code, Section 2, Rule 15

Political, Industrial and Public Controversy

The setting of standards and investigations of complaints in relation to political advertising have not been contracted out to BCAP and the ASA and remain matters for Ofcom. The ASA refers complaints about political advertising to Ofcom.

The effect of the Communications Act is to require Ofcom to ensure that:

- a) No advertisement shows undue partiality in matters of political or industrial controversy or relating to current public policy; and*

*b) No advertisement is broadcast by, or on behalf of, any body whose objects are wholly or mainly of a political nature, and no advertisement is directed towards any political end.*

Ofcom will determine whether an ad or a proposed ad is 'political'. The term 'political' here is used in a wider sense than 'party political'. The prohibition includes, for example, issue campaigning for the purposes of influencing legislation or executive action by local, or national (including foreign) governments.

Particular care is required where advertising mentions any government, political party, political movement or state-specific abuse, so as not to break the spirit of these rules, which are intended to prohibit lobbying or electioneering on politically controversial or partisan issues.

## In Breach

### Playboy One: various programmes

*Playboy One, 10 September 2007, 30 November 2007, 2 January 2008, 3 January 2008, and 11 January 2008*

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#### Introduction

During late 2007 and early 2008 Ofcom received complaints about, and undertook monitoring of, 14 programmes transmitted on Playboy One<sup>1</sup>. After investigation, breaches of Rules 1.24, 2.1 and 2.3 of the Code were recorded with regard to seven of the programmes broadcast between September and December 2007. Ofcom considered that the breaches of the Code in these seven programmes were serious when taken together and also repeated, and referred them to the Ofcom Content Sanctions Committee (“the Committee”) for consideration of a statutory sanction. On 2 April 2009 the Committee’s decision regarding these seven programmes was published. Ofcom fined Playboy One £22,500 for these breaches<sup>2</sup>.

This Finding details the results of Ofcom’s investigation into the outstanding seven programmes. These programmes (“the Programmes”) were:

- *Hollywood Sins*, 10 September 2007, 00:00
- *Sex Games Cancun*, 30 November 2007, 00:05
- *Sexy Urban Legends*, 2 January 2008, 23:05
- *Confessions of a Porn Star*, 2 January 2008, 23:35
- *Sex Games Vegas*, 3 January 2008, 00:05
- *Sex Court*, 11 January 2008
- *Girl for Girl*, 11 January 2008

Ofcom asked the Licensee, Playboy TV UK/Benelux Limited (“Playboy TV”), how the Programmes complied with Rules 1.24 (‘adult-sex’ material), 2.1 (generally accepted standards) and 2.3 (material which may cause offence must be justified by the context).

#### Response

The Licensee stated that the Programmes shown on Playboy One were of a certain production quality which defined its brand. It said that they were well produced with the nudity or sexual activity placed in an appropriate editorial context. In no case was the primary purpose sexual arousal or stimulation and therefore none contained ‘adult-sex’ material as defined by Rule 1.24 of the Code. It continued that the Programmes were well produced with many of them featuring a story and plot which included “soft” simulated sex scenes that were clearly part of the storyline and therefore justified in context. The broadcasts on Playboy One overall had a strong primary element of either entertainment, drama, comedy, thriller or documentary. It said that the explicitness of any material contained in the Programmes was generally

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<sup>1</sup> Playboy One was owned and operated by Playboy TV UK/Benelux Limited. It was originally called Playboy Active when licensed in 2004 but was launched in 2005 as Playboy One. It was the only entirely free-to-air and unencrypted adult channel situated in the Adult section of the EPG until it ceased broadcasting in September 2008. Playboy UK/Benelux Limited requested a change to the licence on 17 July 2008 and, from 1 October 2008, the channel was rebranded as Paul Raymond TV and it is now provided on an encrypted basis only in the adult section of the EPG.

<sup>2</sup> Please see the Committee’s Adjudication at [http://www.ofcom.org.uk/tv/obb/ocsc\\_adjud/playboytv.pdf](http://www.ofcom.org.uk/tv/obb/ocsc_adjud/playboytv.pdf)

in line with the Code, avoiding prolonged shots of genitalia and simulated sex. Where shots of genitalia and sex were included they could be justified by the context as defined in Rule 2.3 and fell within generally accepted standards as required by Rule 2.1.

The Licensee said that Playboy One included many programmes and films from the Playboy library that have been, and continue to be, aired on other free-to-air channels and the standards it applied were appropriate. They resulted from a long history of applying generally accepted standards to its programmes. It continued that Playboy One served an audience with clear expectations based on the channel name and EPG location, which provided further justification by context. The Licensee added that it was unlikely that any viewer would unintentionally stumble across Playboy One because of its separate location in the “adult” section of the EPG. This, it said, minimised the risk of minors watching the service, or adults doing so unintentionally, and also provided a location where viewers expect to see adult material.

The Licensee continued that any content it broadcast free-to-air on Playboy One had passed a rigorous process to comply with the Code. However, it said certain terms included in the Code were not clearly defined and this made the job of compliance a subjective and difficult one. However, the Licensee stated (while Playboy One was still on air) that it was re-editing its entire library to tone down the content of Playboy One to cut back the level of sex and nudity.

## **Decision**

### Rule 1.24

Section One of the Code provides protection for viewers under the age of 18. Rule 1.24 restricts the broadcast of ‘adult-sex’ material to the hours between 22:00 and 05:30 and to channels that have a mandatory PIN protection system in place, plus measures to ensure subscribers to the service are over 18.

Ofcom considers that content which comprises simulated or real sexual activity the principal purpose of which appears to be the sexual arousal or stimulation of the viewer and which has no strong editorial justification constitutes ‘adult-sex’ material. It is therefore important that broadcasters differentiate between programmes that contain explicit sexual material that is exceptionally justified by the context of the programme and material that appears to be shown for the purpose of sexual arousal or stimulation. Material that falls in the latter category should be broadcast only under encryption with appropriate protection mechanisms in place (as described above).

All the Programmes were considered to contain ‘adult-sex’ material and therefore were unsuitable for broadcast on a free-to-air unencrypted channel i.e. Playboy One. This decision was reached taking into consideration all the relevant factors including, but not limited to, the emphasis placed on sex scenes within the programmes, the purpose of the sex scenes (that is for the purpose of sexual arousal), the explicitness of the sex scenes, the explicitness of nudity shown in particular the prominence of images featuring female genitalia, and the duration of the scenes of sex.

In Ofcom’s view, the extent and nature of the sexual content within the Programmes was unsuitable for viewers under the age of 18. In reaching this decision Ofcom took into consideration that Playboy One is situated in the ‘adult’ section of the EPG, an area that customers can voluntarily PIN protect and that, in all the cases, the programmes were broadcast at least two hours after the 21:00 watershed. However,

whilst these factors will limit access to the channel by under-18s to some extent, they are not in themselves sufficient to provide the degree of protection required by Rule 1.24.

The Programmes were therefore broadcast in breach of Rule 1.24.

### Rules 2.1 and 2.3

These Rules require broadcasters to apply generally accepted standards to the content of programmes. They recognise that programmes can include content which may cause offence but that in such circumstances the content must be justified by the context in which it was transmitted.

Ofcom considered that the sexual nature of the material in each of the programmes conflicted with the standards viewers generally expect on channels that broadcast free-to-air without encryption. Further, the potential for the material to cause offence was not justified sufficiently.

In reaching this decision Ofcom took into consideration: the positioning of the channel in the EPG; the nature of the channel, including the recognised character of the Playboy brand; the programme titles; and the time of broadcast. Whilst these factors would have signalled to any potential viewer that the content was likely to be 'adult' in nature, Ofcom considered the material (in particular the focus on, and the frequency, duration and explicitness of, the sexual scenes) was not consistent with viewer expectations of an unencrypted free-to-air channel. The material was therefore likely to cause offence, particularly to those who were able to come across it unawares because it was transmitted without encryption.

In assessing the Programmes where sexual content featured as part of a drama or film, Ofcom concluded that whilst they contained clear storylines they appeared to be constructed primarily to facilitate sexual encounters which did not provide sufficient justification for the emphasis on the sex scenes, their frequency, duration and explicitness (and, in particular, the emphasis on female genitalia). In assessing the Programmes that were in a documentary and/or reality TV style, Ofcom judged the explicitness of the sexual discussions and portrayal of sex acts went beyond what is acceptable for an unencrypted service. The strength of the material transmitted was contrary to general viewer expectations and was not justified by the context in which it was shown.

These Programmes were therefore broadcast in breach of Rules 2.1 and 2.3

### **Breaches of Rules 1.24, 2.1 and 2.3**

## In Breach

### Keith Dalton's Early Morning Wake Up

*Lite FM (Peterborough), 23 to 27 February 2009, 06:00*

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#### Introduction

At the time of broadcast, this programme was Lite FM's regular weekday breakfast show. It was credited on air as being sponsored by a local business - the Serpentine Green Shopping Centre, Hampton.

For the course of a week from 23 February 2009, this breakfast show was presented and broadcast from a bed in the foyer of the Park Inn, a new hotel in Peterborough city centre. During the programmes the presenter occasionally interviewed representatives of the hotel. These interviews included a conversation with the night manager about the special pillows provided by the hotel, which she described as *"the best in the world"* and about which the presenter later enthused a number of times. The presenter also interviewed the sales manager about the hotel, who said:

*"Breakfast is from about half six to half-nine/ten o'clock ... we've got 115 rooms – that includes 5 wheelchair-accessible rooms as well ... we're only less than five minutes walk from the station, so very easily accessible ... we've got 3 meeting rooms – the largest takes up to about 50 people theatre style – and a breakout area as well..."*

The sales manager was also allowed to promote a special offer given by the hotel of free internet service, available to anyone who wished to visit the Park Inn between 10:00 and 16:00 during that week. He was also interviewed about the Park Inn chain of hotels more generally, when he said:

*"Peterborough was the 20<sup>th</sup> Park Inn in the UK and there's plans for about another 15 by the end of next year ... we've got them all over the world."*

A listener was concerned that the promotion of the hotel over the week was unfair to local guest houses.

Lite FM confirmed that "the outside broadcast was a paid-for promotion ... for two hours from 7am to 9am for one week."

Ofcom noted that, while the presenter said he was broadcasting from a bed in the foyer of the Park Inn, the hotel was not credited on air as a sponsor of the outside broadcast.

We therefore sought the broadcaster's comments with regard to the following Code Rules:

- 9.4 - A sponsor must not influence the content and/or scheduling of a channel or programme in such a way as to impair the responsibility and editorial independence of the broadcaster.
- 9.5 - There must be no promotional reference to the sponsor, its name, trademark, image, activities, services or products or to any of its other direct or indirect interests. There must be no promotional generic references. Non-promotional references are permitted only where they are editorially justified and incidental.

- 9.6 - Sponsorship must be clearly identified as such by reference to the name and/or logo of the sponsor. For programmes, credits must be broadcast at the beginning and/or end of the programme.
- 9.7 - The relationship between the sponsor and the sponsored channel or programme must be transparent.

## Response

Lite FM said that although the programme was broadcast from the Park Inn, the programme's regular format was followed, with its regular features, guests and competitions.

The broadcaster acknowledged "a few references given to the quality of the pillows etc", but it maintained they were based on the presenter's genuine belief in how good the pillows were. With regard to the broadcast references to the hotel itself, Lite FM said: "The reality is that although the Park Inn [was] mentioned on numerous occasions 99% of this [was] just "*live and local from the Park Inn*" with very few mentions between 6am and 7am." It added that these references were voiced by the presenter at the beginning or end of his links. Lite FM believed it had made clear to listeners that its breakfast show was broadcast from the hotel for the week and that "the association could not possibly be misunderstood."

The broadcaster acknowledged that "...it could be said there [were] some breaches of the regulations" but added that, even though Lite FM was a small commercial radio station, it constantly endeavoured to ensure compliance with the Code.

## Decision

From a regulatory perspective, a "paid-for promotion" (in programming), as opposed to an advertisement (in a commercial break), signifies sponsored programming. Outside broadcasts that are sponsored (i.e. where they have had some or all of their costs met by a sponsor, with a view to promoting the sponsor and/or its products or services) must adhere to the same rules as any other sponsored programming.

### Editorial independence

Ofcom accepted the broadcaster's assurance that the programme had followed its regular format throughout the week in question, as it appeared typical of a commercial radio breakfast show and included its regular features, guests and competitions. We also noted the fact that the majority of broadcast references to the sponsor (i.e. the Park Inn) were brief and made in passing. They also took place in presenter links and merely informed listeners of the outside broadcast venue. Ofcom therefore accepted that, on balance, Lite FM appeared to have maintained its editorial independence.

### References to the sponsor

The sponsorship of an outside broadcast by its venue presents particular problems under the Code. Rule 9.5 not only prohibits promotional references to the sponsor but also requires that non-promotional references to the sponsor are both editorially justified **and** incidental. Any reference in a sponsored outside broadcast to the venue, where the venue is a sponsor of that outside broadcast, is unlikely to be incidental.

In addition, in this case some references to the sponsor and its services were also clearly promotional (e.g. the promotion of the Park Inn's free internet access offer and the sales manager saying, "...we're only less than five minutes walk from the station, so very easily accessible ... we've got 3 meeting rooms – the largest takes up to about 50 people theatre style – and a breakout area as well...").

The references to the sponsor of the outside broadcast (i.e. the Park Inn, which was also the venue of the outside broadcast) were therefore in breach of Rule 9.5 of the Code.

#### Clearly identified sponsorship

The presenter regularly stated he was broadcasting from the Park Inn, at the beginning and/or end of his links within the breakfast show. However, the identification on-air of an outside broadcast's venue, at the beginning and/or end of an entire programme or the outside broadcast segments of a programme, does not itself signify that the broadcaster has any commercial arrangement in place with that venue (sponsorship or otherwise).

In this case, not only was the outside broadcast sponsored by the Park Inn, but the entire breakfast show was itself clearly credited on-air as being sponsored by another local business (the Serpentine Green Shopping Centre, Hampton). Listeners to the presenter's links, broadcast and acknowledged as coming from the Park Inn, were therefore particularly unlikely to understand that Lite FM had been paid by the hotel for sponsorship of the outside broadcast.

The sponsorship of the outside broadcast was not made sufficiently clear to listeners, in breach of Rule 9.6 of the Code, and Lite FM's commercial relationship with the Park Inn was not therefore transparent, in breach of Rule 9.7 of the Code.

#### **Breach of Rules 9.5, 9.6 and 9.7**



## Not in Breach

### Celebrity Big Brother

Channel 4, 2 to 23 January 2009

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#### Introduction

*Celebrity Big Brother* is a reality based television show (based on the well-established *Big Brother* format) where 11 celebrity contestants are confined together in a controlled environment (“the House”). It is filmed 24 hours a day for three weeks. Whilst in the House, contestants ‘nominate’ which of their fellow Housemates they consider should be ‘evicted’ from the House with the ultimate decision as to who should leave being made by the public by means of voting via telephone. The last Housemate left at the end of the series is the winner of the show. The winner of *Celebrity Big Brother 2009* was Ulrika Jonsson.

Ofcom received 527 complaints about *Celebrity Big Brother 2009*. The majority of the complainants considered that Housemates were bullied or were responsible for bullying other Housemates. In particular, the American rap artist Coolio was the focus of many complaints for the manner in which he behaved towards some female Housemates, most notably singer Michelle Heaton. Complainants were concerned that he made “misogynistic” and “sexist” comments and subjected them to “bullying” and “boorish” behaviour. However, Ofcom also received complaints that Coolio was negatively stereotyped as an aggressive black man.

#### Decision

Under the Communications Act 2003, Ofcom has a statutory duty to set standards for the content of broadcast television programmes in a Code with which broadcasters must comply. Ofcom must ensure broadcasters comply with the Code and perform their duties in light of the European Convention of Human Rights which provides for the right to freedom of expression.

Under the Code, broadcasters are required to apply generally accepted standards so as to ensure adequate protection to the audience from offensive or harmful material. In applying generally accepted standards the Code requires that material which may cause offence is justified by the context. Context includes such factors as the editorial content of the programme, the service on which it is broadcast and the likely expectations of the audience. Ofcom recognises that *Big Brother* is the type of programme that will almost inevitably contain controversial material and that emotional and potentially offensive exchanges will at times occur between Housemates. As a series of *Celebrity Big Brother* continues some language and behaviour capable of causing offence to some viewers will almost inevitably be broadcast. When such potentially offensive material is to be shown, it is the broadcaster’s duty to ensure that it is at all times editorially justified and complies with the requirements of the Code by being placed in context. This means there is always the potential for material, which some viewers might find personally offensive, to be transmitted.

Big Brother is an entertainment programme and viewers therefore perceive that although what happens in the House is “entertainment”, they also view it as “reality” i.e. they view the events as real events happening to real people. This means that the audience can genuinely become concerned for the welfare of housemates, but in

the knowledge and expectation that any serious problematic or anti-social behaviour will be appropriately dealt with. This has become one of the generally accepted features of *Big Brother*.

Channel Four in the *Big Brother* programme format has established various editorial mechanisms through which inappropriate behaviour in the House can be challenged. For instance, through discussion in the Diary Room, *Big Brother* can confront and reprimand Housemates about their behaviour, thereby acting as an important arbiter of what the public may perceive to be offensive language or behaviour. Reactions by Housemates, *Big Brother* interventions and the Diary Room are all part of the well understood architecture of the programme and the context within which Channel Four is able to appropriately broadcast potentially offensive material.

In the case of *Celebrity Big Brother*, each participant is paid a fee for taking part. For them therefore, their presence in the House is a form of paid work. The contestants are free, at any time, to remove themselves from the programme, if they feel they are, or have been, unfairly treated. In addition, should any participant upon leaving the programme feel they were treated unfairly they can make a complaint to Ofcom about any alleged unfairness. Ofcom did not receive any complaints from any of the participants in *Celebrity Big Brother 2009*.

This series of *Celebrity Big Brother* featured like previous ones a deliberately disparate group of celebrities. They included American rapper Coolio and singer LaToya Jackson, TV presenters Terry Christian and Ulrika Jonsson, glamour model Lucy Pinder and singer Michelle Heaton. Ofcom noted that, in particular, the relationship between Coolio and Michelle Heaton became fractious. It appeared clear to viewers that Coolio enjoyed baiting and teasing female Housemates. However, when Coolio teased Michelle for allegedly having feelings for another Housemate (Ben) she became very upset. Sensing he had hit a nerve, Coolio continued to tease her about it. It was at this point that Channel 4, through *Big Brother*, talked to both Coolio and Michelle separately in the Diary Room about what had developed between them. Michelle appeared comforted by her conversations with *Big Brother*, and some of the other Housemates, and Coolio, when told that his behaviour could be seen as intimidating, appeared to be genuinely disconcerted that this could be the case. Ofcom noted that *Big Brother* and fellow Housemates managed to get Coolio and Michelle to resolve their issues and their "feud" was amicably resolved when Coolio and Michelle apologised to each other for their behaviour.

Ofcom recognises that arguments, disagreements and name calling between Housemates is anticipated by many viewers of *Celebrity Big Brother* who understand that a varied group of people who have willingly confined themselves in the House are competing for attention in a potentially volatile environment. In Ofcom's view Coolio was a 'larger than life' character in the House, playing the role for many viewers of the 'villain of the piece' where such a role, after 10 years of *Big Brother*, is generally expected by the audience. He exhibited an acerbic wit; was clearly at times quite bored; baited female Housemates; and, was at times, generally unpleasant, making statements and references that appeared calculated to be potentially offensive and provoke a reaction. However, Ofcom accepts that it is important that Channel 4 accurately reflects what has happened in the House so that viewers are adequately informed regarding the characters and conduct of individual Housemates. This is especially important given that it is viewers' understanding of this combination of factors that informs their voting decisions. Were Channel 4 significantly to 'sanitise' events which have occurred in the House it could be seen by viewers as an attempt to manipulate voting.

Ofcom acknowledges that *Celebrity Big Brother* is the type of programme in which controversial matters will inevitably be raised and emotional and offensive exchanges occur, as the characters of the participants are revealed. Given this, what is broadcast may contain language and behaviour which is capable of causing offence to viewers. Viewers therefore expect the broadcaster, through Big Brother, to challenge such behaviour appropriately and for it to be in context. When Ofcom viewed this series it noted that there was indeed friction between a number of celebrity Housemates: tempers frayed, emotions at times ran high, personalities clashed and name-calling abounded. The Housemates did however work towards defusing tense situations themselves and, where necessary, Channel 4 through Big Brother, intervened. Big Brother for example called Housemates to the Diary Room to talk through their behaviour to resolve more highly charged situations and to discuss how behaviour could be improved. As a consequence Ofcom did not consider that compliance with the Code had been brought into question by Channel 4's handling of the conduct exhibited in this particular series.

It concluded therefore that this series complied with the Code because any potentially offensive content that was shown and the manner in which the friction and the arguments were handled and presented by Big Brother on behalf of Channel 4, were adequately justified by the context.

#### **Not in Breach**

## Fairness and Privacy Cases

### Partly Upheld

#### **Complaint by Ms Natasha Gardner on her own behalf and on behalf of her son (a minor)**

*Young Mums' Mansion, BBC3, 7–18 April 2008*

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**Summary:** Ofcom has not upheld this complaint of unfair treatment and has partly upheld the complaint of unwarranted infringement of privacy made by Ms Natasha Gardner on her own behalf and on behalf of her son.

In April 2008, BBC3 broadcast a series of programmes that involved ten single mothers and their children exploring the potential benefits of communal living. They spent time in a “mansion” sharing day-to-day living and each mother took a turn at being a leader and taking responsibility for a themed activity. Ms Natasha Gardner and her five year old son were participants in the programmes and Ms Gardner’s challenge was to help build confidence and self-esteem in the mothers by encouraging them to take part in a photo shoot for a nude calendar. Footage of Ms Gardner and her son was included in the series.

Ms Gardner complained that she and her son were treated unfairly in the broadcasts, and that their privacy was infringed in both the making and broadcast of the programmes.

In summary Ofcom found the following:

- The broadcaster did not unfairly broadcast nude images of Ms Gardner and her son. Ofcom took into account the steps the broadcaster had taken regarding an offer of a preview of the programme prior to broadcast and Ms Gardner’s lack of objection after this opportunity to the footage of herself being broadcast, and concluded that she gave informed consent. In relation to Ms Gardner’s son, Ofcom concluded that the limited nature of the footage broadcast of Ms Gardner’s son did not go beyond what was stipulated on her consent form.
- Ms Gardner’s privacy was unwarrantably infringed during the making of the programmes. Ofcom noted that during a sensitive situation (in which Ms Gardner was undressing) the production team assured her they would stop filming, and in spite of this continued filming against her wishes.
- Ms Gardner’s son’s privacy was not unwarrantably infringed during the making of the programme, as filming of him in the bath was carried out with Ms Gardner’s consent. Furthermore, the camera was turned off while he undressed and only images of his upper body, once in the bath, were recorded.
- Ms Gardner’s privacy was not unwarrantably infringed during the broadcast of the programmes. Ofcom took into account the steps the broadcaster took to ensure she was happy with the programme and concluded that she gave informed consent.
- Ms Gardner’s son’s privacy was not unwarrantably infringed in the broadcast of the programmes. Ofcom concluded that the limited nature of the footage broadcast did not go beyond what was stipulated on Ms Gardner’s consent form.

## **Introduction**

Over a two week period in April 2008 the BBC broadcast a reality television series entitled *Young Mums' Mansion* in which 10 single mothers and their children volunteered to live together in a "mansion" to discover whether living with other single parents was better than living alone. The mothers shared childcare, household chores and money whilst trying to improve the quality of their lives. Ms Natasha Gardner and her five year old son were participants in the programmes.

Each mother was asked to take a turn at being "commune leader", deciding on the rules of the house and challenging the other parents to make changes to their lives with a view to improving them. Ms Gardner's turn as leader was featured in the programme broadcast on 10 April 2008, and her challenge was to try and raise the self-esteem of the mothers by getting them involved in making a professional calendar featuring nude shots.

Ms Gardner complained to Ofcom that she and her son were treated unfairly and that their privacy was unwarrantably infringed in the making and broadcast of the programmes.

## **The Complaint**

### **Ms Gardner's case**

In summary, Ms Gardner complained that she and her son were treated unfairly in the programmes as broadcast in that:

- a) The programme makers broadcast scenes of Ms Gardner and her son when they were naked despite an assurance she said was given to her in her contract that no scenes of their nudity were to be broadcast.

By way of background Ms Gardner said that she had agreed to participate in the calendar task as part of the social experiment, but specified with the programme makers that footage of this or any other scenes in which she or her son were nude should not be broadcast in the programmes themselves.

In summary, Ms Gardner complained that her privacy and that of her son was unwarrantably infringed in the making of the programmes in that:

- b) The camera crew filmed her during a naked photo shoot despite her asking them not to.
- c) Footage of her son whilst in the bath was filmed despite her stating there were to be no scenes of nudity in the programmes.

In summary, Ms Gardner complained that her privacy and that of her son was unwarrantably infringed in the programmes as broadcast in that:

- d) Footage of Ms Gardner taking part in the naked calendar photo shoot along with shots of the finished photograph were broadcast several times in the series even though Ms Gardner was given an assurance in her contract there would be no nudity broadcast in the programmes themselves.

- e) Footage of Ms Gardner's son whilst in the bath was broadcast even though she was given an assurance in her contract there would be no nudity broadcast in the programmes themselves.

### **The BBC's statement in response to the complaint**

By way of background, the BBC said that the photo shoot was an integral part of the programme to which Ms Gardner had given her agreement in advance and that filming a limited amount of footage of her taking part in it was not unfair to her nor did it infringe her privacy. As she was the leader of the calendar assignment, it was editorially justified to illustrate her reaction to it.

The BBC said that four weeks prior to transmission Ms Gardner was invited to a preview of the programme in which she was featured as leader. She did not request any changes to the programme and expressed delight with what she had seen, telling the programme makers that she thought the programme was excellent. At this viewing, she expressed no concerns about the way that the sequence of her being filmed during the photo shoot had been used in the film nor about the footage of the projector viewing which included the still photograph of herself. Ms Gardner gave no indication to the programme makers that she was uneasy at what she had seen and was indeed amused at the scenes involving her arguments with the camera crew during her photo shoot. The only change to the programme after this viewing with regards to nudity, was the superimposition, over the shots of the projected still photographs, of rostrum photographs of the same pictures. In Ms Gardner's case her original photograph seen at the viewing was one of the most distinct, although rostrum photographs were superimposed for all the participants. The BBC confirmed that the superimposed photograph of Ms Gardner was the same shot she had seen in the preview programme.

In summary, the BBC responded to Ms Gardner's complaint of unfair treatment as follows:

- a) In response to Ms Gardner's complaint on behalf of her son that the broadcast of scenes of him whilst he was naked was unfair, the BBC said the footage in question was filmed on the participants' first day in the mansion and took place in the mansion's bathroom, which contained an unusual double-bath where another mother was bathing her son. Ms Gardner and her son were in the bathroom chatting and interacting with the other mother and child when Ms Gardner's son expressed an interest in having a bath himself. The cameras were filming openly throughout the exchange and Ms Gardner was fully aware of their presence. Ms Gardner encouraged her son to take a bath. The cameras were switched off while he undressed but continued filming once he was in the bath. She was present the whole time, as was clear in the broadcast footage, and showed no objections at the time of filming.

In response to Ms Gardner's complaint about her own treatment, the BBC said that Ms Gardner was aware of the calendar task a week before filming commenced. She accepted the challenge of asking the other contributors to take part in the shoot as the culmination of her leadership, the aim of which was to build confidence and self-esteem. The BBC said that nearer to the time of filming for the task, Ms Gardner reaffirmed her consent to the programme makers but said she did not want the participants to be filmed naked during the photo shoot itself, but only to be filmed in their dressing gowns immediately before and after the shoot. Following this discussion, the programme makers decided that the

views of the other contributors should be taken into account and on the day of the photo shoot the other participants were filmed according to their specific wishes.

The BBC said that the participants agreed to be filmed viewing the final photographs and reacting to them. When the picture of Ms Gardner was projected onto the screen in front of the group, she made no protest to the programme makers about it having been taken or about it being shown or filmed. She expressed some concerns during the discussion which took place among the contributors immediately after the viewing, but did not take them up with the programme makers. Ms Gardner's remarks during discussions suggested that she clearly understood that the pictures were likely to be used in the final programme and seen by a wider audience.

In summary, the BBC responded to Ms Gardner's complaint of unwarranted infringement of privacy in the making of the programme as follows:

- b) Regarding the complaint that Ms Gardner's privacy was infringed during the making of the programme, the BBC said that on the day of Ms Gardner's photo shoot she became agitated about onlookers and irate that the camera crew were continuing to film her. She had referred to her contract, which said that there was to be no footage filmed of her or her son naked. One of the cameras was filming the photographer and the other turned away. However the second camera returned to Ms Gardner a total of three times after she had requested that filming stop. The BBC said that the programme makers now accepted that this should not have happened in view of the concerns expressed by Ms Gardner. However, the BBC said that neither camera filmed her naked and that none of the shots from that camera in fact showed her in the nude. Ms Gardner was only filmed from behind as she began to take off her robe when only her shoulder and part of her back were very briefly visible.
- c) As regards the infringement of Ms Gardner's son's privacy in the making of the programme, the BBC said that Ms Gardner was in the shot herself whilst her son was being filmed in the bath and, despite being fully aware that filming was taking place, expressed no concern at the time. The BBC said that three days prior to transmission all the participants were invited to a screening of the first episode of the programme and Ms Gardner raised the subject of the scene of her son in the bath. However, the programme makers said that Ms Gardner had decided she did not feel there was a problem with the shot, particularly as she was seen in it running the bath. The BBC said that Ms Gardner was present in the room at the time the scenes were filmed and was fully aware of the presence of the cameras. The BBC said that this amounted to her consent for her son to be filmed and that there was no infringement of his privacy in the filming of the programme.

In summary, the BBC responded to Ms Gardner's complaint of unwarranted infringement of privacy in the programme as broadcast as follows:

- d) Regarding the complaint that Ms Gardner's privacy was infringed, the circumstances of the filming of the photo shoot were as described in the BBC's response at head b) above. However, the BBC said that the key point in relation to Ms Gardner's complaint about the photo shoot was that none of the shots featured in the broadcast programme showed her in the nude, as she was shown in her robe and briefly from behind when only her shoulder and part of her back were visible.

- e) As regards the complaint of infringement of her son's privacy, the BBC said the shot of him in the bath that was broadcast and repeated in a highlights programme lasted less than two seconds and that only his upper body could be seen as he sat in the bath. The BBC said that this could not accurately be described as broadcast of naked footage of her son. In any event, Ms Gardner had given explicit consent for the shot to be broadcast at the prior screening as set out in the BBC's response at head c) above.

### **Ms Gardner's comments in response to the statement**

In summary Ms Gardner's comments with regard to her and her son's unfair treatment in the programmes as broadcast were as follows:

- a) Ms Gardner said she did express concern when viewing a preview of the programme with regard to her son's appearance in the bath as she was worried it might cause problems with her son's father. She said that, as her contract stated "no nudity", she did not consider that her presence in the bathroom where her son was in the bath amounted to her giving consent.

Ms Gardner said that the programme producer spoke to her before filming started to discuss the nude calendar challenge. She had accepted the challenge but said that she could not speak for the other participants. She said that she was only given more detailed information about the challenge the night before this was to begin. Ms Gardner said that she did in fact raise concerns with regards to the nudity and had proposed a burlesque theme for the photo shoot.

Ms Gardner said that she did not receive her contract until the day she arrived in the mansion. Having read through it, she discussed with one of the programme making team concerns she had with certain points. He suggested that she add these points to her contract and that these additions would be respected by the programme makers. These were that no nude footage was to be shown of her or her son in the final programmes and that she would be free to leave the house should personal circumstances necessitate it. She was then reassured that CCTV in the mansion was installed for health and safety reasons and that nothing could be recorded from it.

In summary, Ms Gardner's response with regard to the complaint of unwarranted infringement of privacy in the making of the programme was that:

- b) Ms Gardner noted that the BBC said that filming of her during the photo shoot should not have happened.

In summary, with regard to the complaint that her son's privacy was unwarrantably infringed during the making of the programme, Ms Gardner said:

- c) She was reassured that any filming of her son when he may have been undressed would be from the waist up and trusted the programme makers not to show any of this nudity in the final programmes. She said that she had expressed concern during the bath scene with her son but was told that it was the other child that was being filmed.

In summary, Ms Gardner's comments in respect of her complaint of unwarranted infringement of her privacy in the broadcast of the programmes were:



- d) Ms Gardner said that the broadcast of the naked photograph of her was in breach of the request she had added to her contract. She said that the programme makers said they were only filming the reactions of the participants to their nude photographs not filming the projector screen itself where the photographs were displayed. She was told that the photographs were going to be used to create a calendar as a souvenir for the participants and was not told that they were for general consumption. Ms Gardner said that the unedited version of the programme that she was invited to preview was far from the final edited programme and she had made her concerns about nudity clear.

With regard to the complaint of unwarranted infringement of privacy of Ms Gardner's son in the broadcast of the programmes Ms Gardner said:

- e) Despite the footage of her son's upper body in the bath only being broadcast for approximately two seconds, Ms Gardner said that she considered it was still nudity.

### **The BBC's response to Ms Gardner's comments**

In summary, regarding alleged unfairness to Ms Gardner and her son in the programmes as broadcast, the BBC said:

- a) The programme makers' briefing of Ms Gardner before the photo shoot had involved extensive telephone calls and meetings before she moved into the house, rather than one phone call and "something the night before" that Ms Gardner claimed. Once she was in the house, the BBC said there were a number of conversations about the leadership challenge with Ms Gardner and at no point until the day of the photo shoot did she make the programme makers aware of any reservations about her own participation. The BBC said that a key element of the series was that each woman should take turn at being a leader of the house, in order to foster empowerment. This purpose of the leadership role would have been undermined if any element of the tasks had been revealed in advance.

The BBC said that the consent or release form was handed out on the set up day as filming started, in accordance with usual procedures. The BBC said that Ms Gardner had some issues regarding signing the form and raised concerns regarding the use of CCTV. She was assured this was for health and safety reasons and that while the programme makers might record from them, they wouldn't include any accidental nudity in the broadcast programmes. The BBC said that this agreement was honoured and that the programme makers understood from Ms Gardner's additions that they referred to the presence of CCTV cameras, about which she had been reassured.

With regard to the complaint of unwarranted infringement of privacy of Ms Gardner in the making of the programmes, the BBC said;

- b) At no point were the participants told, as Ms Gardner claimed, that the camera crew would only be filming the photographer, as the story of the photo shoot was integral to the programme itself. It was made clear to Ms Gardner from the outset that the calendar photo shoot would involve taking photographs of the participants without their clothes on and had she had serious reservations about her role in leading the task (or any other aspect of filming) she was free to leave the production. The participants were not told that the projector screen was not itself being filmed when it was used to show the housemates their final

photographs. Ms Gardner did not object to the picture of herself on the projector screen when she was shown this episode at the prior screening.

And in respect of the complaint of unwarranted infringement of privacy in the making of the programmes with regard to her son, the BBC said:

- c) Ms Gardner showed no objections during filming and at no point had she asked the camera man to stop filming. The BBC said that it was clear from untransmitted footage that the filming of Ms Gardner's son was carried out in a sympathetic and careful way.

The BBC's response to the complaint that Ms Gardner's privacy was unwarrantably infringed in the broadcast of the programmes was:

- d) The BBC said that Ms Gardner had given her explicit consent to the use of the photograph of her when she attended the viewing of the programme. This was a voluntary offer by the programme makers of the opportunity to watch the episode prior to transmission because they were aware that Ms Gardner had been upset during the filming of it and wanted to deal with any reservations she might have at an early opportunity.

And in respect of the complaint of unwarranted infringement of privacy of her son in the broadcast, the BBC said:

- e) In relation to the footage of Ms Gardner's son in the bath, Ms Gardner, along with other participants, was invited to view episode one prior to broadcast as an opportunity to raise any concerns about how they and their children had been portrayed. An invitation to raise any concerns was given at this viewing as there was still time at that point to change the film. However, no such concerns were raised and all the participants were positive about what they had seen. Ms Gardner subsequently approached the film maker and mentioned the shot of her son in the bath in the context of concerns about the possible reaction of her son's father. She agreed however, after discussion, that there was in fact no problem with the footage, thereby giving explicit consent for its use. In fact, the BBC said that the brief incidental shot could have very easily have been removed if Ms Gardner had wished it. In any event, as Ms Gardner's son was only ever shown from the waist up in the final programmes, he could not be described as being shown nude.

## **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 unfair treatment and unwarranted infringement of privacy in, or in the making of, programmes included 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.

Ms Gardner's complaint was considered by Ofcom's Executive Fairness Group. In reaching its decision, Ofcom carefully considered all the relevant material provided by both parties. This included recordings of the programmes as broadcast and

transcripts, both parties written submissions and recordings and transcripts of unedited material.

- a) Ofcom first considered the complaint that the programme makers unfairly broadcast scenes of Ms Gardner and her son when they were naked despite an assurance she said she was given in her contract that no scenes of their nudity were to be broadcast.

In considering this part of the complaint Ofcom took account of Practice 7.3 of the Ofcom Broadcasting Code (“the Code”), which states that where a person is invited to make a contribution to a programme (except when the subject matter is trivial or their participation minor) they should normally, at an appropriate stage: be told the nature and purpose of the programme, what the programme is about and be given a clear explanation of why they were asked to contribute; be told the nature of their contractual rights and obligations and those of the programme maker and broadcaster in relation to their contribution; and be given clear information, if offered an opportunity to preview the programme, about whether they will be able to effect any changes to it. Practice 7.3 states that taking these measures is likely to result in the consent that is given being ‘informed consent’.

Ofcom also took account of Practices 7.4, which state that if a contributor is under sixteen, consent should normally be obtained from a parent or guardian, or other person of eighteen or over in loco parentis, 7.6, which states that where a programme is edited, contributions should be represented fairly and 7.7 which includes that guarantees given to contributors relating to the content of a programme should normally be honoured.

Ofcom noted that Ms Gardner was one of ten single mothers who were successful in applying to take part, along with their children, in the documentary series. Contact, both in person and by telephone, took place some weeks before filming started and included interviews with a clinical psychologist and with the executive producer. Ofcom noted that Ms Gardner had agreed to take responsibility for leadership of a self-esteem and confidence task which involved the participation of the mothers in a photo shoot for a nude calendar.

Ofcom noted that prior to filming Ms Gardner made additions to her consent form regarding nudity. She added: “I ask that no nudity requiring myself or my son are used in the final programme”.

Ofcom also noted that Ms Gardner was given two opportunities to preview programmes, namely the first edited programme, which included the footage of her son in the bath, and an unedited version of programme four in which she was featured as leader.

In relation to the broadcast of footage of Ms Gardner’s son in the bath, Ofcom noted that Ms Gardner stated that following the preview of the programme she had expressed her “deep concern” to the series producer about the footage of her son in the bath. The series producer’s recollection of the conversation was that during this conversation Ms Gardner “changed her mind and said that in fact she did not feel there was a problem with the shot”. Ofcom acknowledged that there was clearly a conflict between these accounts. Therefore, in its consideration of whether Ms Gardner’s son was treated unfairly Ofcom took into account the nature of the footage itself.

Ofcom recognised the heightened sensitivity of broadcasting footage of a child in a state of undress. However, in the particular circumstances of this complaint, Ofcom noted that the footage was a wide shot of the bathroom, that Ms Gardner's son was partially obscured by the bath taps and only his upper body was revealed above the bath. No close up or protracted images were shown. In the particular circumstances of this case therefore, Ofcom considered that the sensitivity of the footage was significantly limited. In Ofcom's view, the footage that was broadcast in the programme was consistent with what she had consented to and did not result in unfairness.

With regard to the broadcast of scenes of Ms Gardner's photo shoot and broadcast of the resulting photograph. Ofcom noted that Ms Gardner had agreed to be leader of the self-esteem task, encouraging other mothers to take part in the naked calendar project, and that several discussions had taken place between the programme makers and Ms Gardner about this. Ofcom acknowledged from the broadcast footage that Ms Gardner was uncomfortable about disrobing in front of the cameras (Ms Gardner's privacy complaint is dealt with at head b) below). Ofcom noted that Ms Gardner had stipulated on her consent form that "no nudity" was to be broadcast in the programmes. It also noted that a clearer rostrum photograph was edited into the programme to replace that originally filmed but that this was not materially different to the photograph she saw in the preview programme. Furthermore that the BBC stated that following her preview of this section of the programme, Ms Gardner expressed no concerns and that Ms Gardner did not dispute this account but referred to the "no nudity" clause inserted in her consent form.

Ofcom noted that the programme makers had agreed that Ms Gardner's additions to her consent form regarding "no nudity" would be taken into account in the programmes that were broadcast. However, it also noted that the BBC took the unusual step of offering Ms Gardner a preview of the programme that featured her turn as leader of the self-esteem task, and with the proviso she could ask for changes to it. This was because the BBC was aware that she had expressed concerns during the photo shoot. In its consideration of whether Ms Gardner gave informed consent for the footage of the photo shoot and the photograph to be broadcast, Ofcom considered not just the consent form but Ms Gardner's wider dealings with the programme makers as detailed above. In particular it noted that she appeared content with the footage to be broadcast after the viewing of a preview. Therefore, it appeared to Ofcom reasonable for the broadcaster to consider that she had consented to the broadcast of the material complained of. Given she did not request changes to the programme after preview and that the photograph that was broadcast was the same photograph she had seen in the preview programme, on balance Ofcom considered that the broadcasters steps were sufficient to ensure that Ms Gardner gave her informed consent for the material as previewed to be broadcast.

Taking into account all of the factors detailed above, Ofcom found that the programmes did not result in unfairness to Ms Gardner or her son in the programmes as broadcast and it has not upheld this complaint.

- b) Ofcom next considered Ms Gardner's complaint that her privacy was infringed in the making of the programmes in that the camera crew filmed her during the naked calendar photo shoot despite her asking them not to.

In Ofcom's view, the line to be drawn between the public's right to information and the citizen's right to privacy can sometimes be a fine one. In considering

complaints about the unwarranted infringement of privacy both in relation to the making and the broadcast of the programme, Ofcom must consider two distinct questions: First, has there been an infringement of privacy? Secondly, if so, was it warranted? This is in accordance with Rule 8.1 of the Code which states that any infringement of privacy in programmes or in connection with obtaining material included in programmes, must be warranted.

In reaching a decision in relation to this part of the complaint Ofcom took account of Practice 8.5, which states that any infringement of privacy in the making of a programme should be with the person's consent or be otherwise warranted, and Practice 8.7 which states that if an individual's privacy is being infringed, and they ask that the filming, recording or live broadcast be stopped, the broadcaster should do so, unless it is warranted to continue.

Ofcom first considered whether Ms Gardner had a legitimate expectation of privacy in relation to the filming of her participation in the naked calendar photo shoot. Ofcom noted that the recorded footage contained images of Ms Gardner disrobing and that nothing below her shoulder and upper back was filmed, so the sensitivity of the material recorded was limited. However, despite the programme maker's assurances that she was not being filmed, the camera, which turned away briefly as she complained, returned to film her a total of three times, against her clearly expressed wishes and following an assurance from the programme maker that filming would cease. There was an exchange of views between Ms Gardner and the programme makers during the photo shoot in which she appeared uncomfortable and included:

Ms Gardner: *"Is everyone going to turn around then and the cameras going to go away? Cos I'm not, I'm not going to do it with that camera shooting me doing it, no way, not a chance in hell".*

Programme maker: *"Well the others have".*

Ms Gardner: *No, I don't care that's the others its not me. I said in my contract no nudity with regards to me or my son on camera, so..."*

A few moments later there was a further exchange:

Ms Gardner: *"I said no nudity with regards to me or my son on camera....I'm not going to do it with the cameras filming"*

Programme maker: *"We've shot everyone else..."*

Ms Gardner: *"I don't care, that's everybody else, that's not me. ...Alright, I'll do it without the cameras rolling".*

Ms Gardner was later reassured that the cameras were not filming her. The discussion included:

Programme maker: *"No, we won't film it Natasha....you have to smile"*

Photographer: *"Just drop it on the floor (her dressing gown)...I promise I'll tell you if anything shows"*

Ms Gardner: *“You’re filming with that camera”*

Programme maker: *“I’m not I’m filming there.....can you go away please thank you (to the camera crew)...”*

In Ofcom’s view, although this task was part of the leadership challenge that Ms Gardner had agreed to undertake whilst in the mansion, Ms Gardner made quite clear her wish not to be filmed at the moment of her disrobing. It was clear from the untransmitted footage that the programme makers agreed to stop filming but then continued to do so. In Ofcom’s view the assurances given by the programme makers that they had ceased recording gave Ms Gardner a legitimate expectation of privacy in relation to the filming of footage of her undressing. Ofcom considered that the action of the programme makers in continuing to film her therefore infringed her privacy.

In Ofcom’s view the infringement of Ms Gardner’s privacy was not warranted. There was no public interest or other justification to over ride her wishes not to be filmed.

Ofcom has therefore upheld this complaint of unwarranted infringement of Ms Gardner’s privacy in the making of the programme.

- c) Ofcom next considered Ms Gardner’s complaint that her son’s privacy was unwarrantably infringed in the making of the programme.

In considering this head of complaint Ofcom took account of Practice 8.20 which states that broadcasters should pay particular attention to the privacy of people aged under sixteen. Also, Practice 8.21 which states that where a programme features an individual under sixteen in a way that infringes privacy, consent must be obtained from a parent, guardian or other person of eighteen or over in loco parentis, unless the subject matter is trivial or uncontroversial and the participation minor or it is warranted to proceed without consent.

Ofcom first considered whether Ms Gardner’s son had a legitimate expectation of privacy in relation to the material filmed of him in the bath. Ofcom considers that filming of scenes in which minors are included requires particular sensitivity as to their privacy. In this case, filming of Ms Gardner’s son took place in a bathroom with the son in a state of undress, which was a situation of heightened sensitivity. Ofcom noted that the filming arose when Ms Gardner and her son were in a bathroom containing two baths, with another mother who was bathing her own son. During the bathing of the other child, Ms Gardner encouraged her own son to have a bath. Ofcom noted the sensitivity of the scene and that filming was suspended while Ms Gardner’s son undressed.

Ofcom noted from Ms Gardner’s statement that she said she raised concerns about the filming, but that this was disputed by the BBC. In any event Ofcom also noted that there was nothing revealed in the untransmitted footage to suggest that Ms Gardner was uncomfortable with the filming, nor that she objected to it taking place. It therefore seemed reasonable for the programme makers to have considered that Ms Gardner consented to the recording of the material. Finally, Ofcom took note that images recorded of Ms Gardner’s son were from the waist up only and therefore their sensitivity was considerably limited.

Taking into account all of these factors Ofcom found that Ms Gardner's son did not have a legitimate expectation of privacy in relation to the recording of footage of him in the bath in these circumstances. In Ofcom's view his privacy was not therefore infringed and it did not go on to consider whether any infringement was warranted. Ofcom has not upheld this complaint.

- d) Ofcom next considered Ms Gardner's complaint that her privacy was infringed in the broadcast of footage of her naked calendar photo shoot and broadcast of the resulting photograph despite her stipulations in her contract. It took into account Practice 8.6 which states that if the broadcast of a programme would infringe the privacy of a person, consent should be obtained before the relevant material is broadcast, unless the infringement of privacy is warranted.

Ofcom first considered whether Ms Gardner had a legitimate expectation of privacy in relation to the footage broadcast. It noted the material was particularly sensitive personal footage of Ms Gardner's photo shoot and her calendar photograph. Ms Gardner was shown from behind removing her dressing gown and her shoulders and upper back were shown at the photo shoot. A second scene with the resulting photograph, showing Ms Gardner nude and from behind, was broadcast when the participants were viewing their pictures on a projector. A clearer rostrum quality photograph of the same image of Ms Gardner was broadcast immediately after this.

Ofcom noted that Ms Gardner had been given assurances that the additions she had made to her consent form with regard to "no nudity" being broadcast in the final programmes would be honoured. In considering whether Ms Gardner had a legitimate expectation of privacy in relation to the broadcast of the photo shoot footage and still photograph, Ofcom considered both the consent form and Ms Gardner's subsequent dealings with the programme makers. In particular Ofcom noted that the programme makers took the unusual step of offering her the opportunity of a preview of the programme with an offer to make any changes to it. Ofcom noted that following the opportunity of a preview, the BBC stated that Ms Gardner did not request any changes to it, and Ms Gardner did not dispute this but referred to her "no nudity" clause in her contract. She also said the version of the programme she saw was different to that broadcast. However, given that the rostrum photograph that was broadcast was the same shot as that seen at the preview by Ms Gardner, and given the BBC's steps that the broadcast programme met with Ms Gardner's approval, notwithstanding the reference to "no nudity" in her consent form, it appeared to Ofcom reasonable for the broadcasters to consider, having taken the steps that they did, that she had consented to the broadcast of the photo shoot and calendar photograph.

Ofcom therefore found that Ms Gardner did not have a legitimate expectation of privacy in relation to the broadcast of the footage and photograph. Taking these factors into account, Ofcom did not find that Ms Gardner's privacy was infringed in the broadcast of the programmes and it did not therefore go on to consider whether this was warranted. This complaint has not been upheld.

- e) With regard to the complaint of unwarranted infringement of Ms Gardner's son's privacy in relation to the broadcast of footage of him in the bath, Ofcom took account of practices 8.20 and 8.21 as set out above under decision head c).

Ofcom first considered whether Ms Gardner's son had a legitimate expectation of privacy in relation to the footage broadcast. Ofcom noted that the footage

broadcast of this particular scene was a wide shot of the bathroom, and that Ms Gardner's son was only shown from the waist up, partially obscured by the taps.

Ofcom again considered the nature of the consent given and the opportunities for preview of the programme. Ofcom noted the conflict in Ms Gardner's and the BBC's statements in that she said she raised concerns about the broadcast of footage of her son at the preview but that the BBC said that these concerns were resolved as Ms Gardner did not insist on any shots being removed from the programme she had seen. Ofcom's remit is to consider and adjudicate on complaints of unfair treatment and unwarranted infringement of privacy and as such is not required to resolve conflicts of evidence as to the nature or accuracy of particular accounts of events. Ofcom acknowledged that there was clearly a conflict between these accounts. Therefore, in its consideration of whether Ms Gardner's son had a legitimate expectation of privacy, Ofcom took into account the nature of the footage itself.

As discussed above at head a), Ofcom recognised the heightened sensitivity of broadcasting footage of a child in a state of undress. However, in the particular circumstances of this complaint Ofcom noted that the footage was a wide shot of the bathroom, that Ms Gardner's son was partially obscured by the bath taps and only his upper body was revealed above the bath. No close up or protracted images were shown.

While recognising the "no nudity" clause in Ms Gardner's consent form, and the conflict between the parties over their discussions at the preview, Ofcom considered that, taking into account the very limited sensitivity of the footage, Ms Gardner's son did not have a legitimate expectation of privacy in relation to its broadcast as the footage did not go beyond what she had consented to. Ofcom therefore found that Ms Gardner's son's privacy was not infringed in the broadcast of the programmes and it was not necessary for Ofcom to go on to consider whether any infringement was warranted. This complaint was therefore not upheld.

**Accordingly Ofcom has not upheld:**

- **Ms Gardner or her son's complaint of unfair treatment.**
- **Ms Gardner or her son's complaint of unwarranted infringement of privacy in the programme as broadcast.**
- **Ms Gardner's son's complaint of unwarranted infringement of privacy in the making of the programme.**

**However, Ofcom has upheld Ms Gardner's own complaint of unwarranted infringement of privacy in the making of the programme.**



## Other Programmes Not in Breach/Resolved

Up to 19 May 2009

Programme	Transmission Date	Channel	Category	Number of Complaints
5 Live Breakfast	07/05/2009	BBC Radio 5 Live	Suicide/Self Harm	1
60 Minute Makeover	n/a	ITV1	Dangerous Behaviour	1
Airplane!	17/03/2009	Film 4	Advertising	1
All Star Mr & Mrs	02/05/2009	ITV1	Generally Accepted Standards	1
Amber Sound FM	24/04/2009	Amber Sound FM	Generally Accepted Standards	1
BBC Breakfast	15/05/2009	BBC1	Offensive Language	1
BBC Breakfast	07/05/2009	BBC1	Generally Accepted Standards	1
BBC Breakfast	12/05/2009	BBC1	Substance Abuse	1
BBC News	03/05/2009	BBC News Channel	Animal Welfare	1
BBC News	30/04/2009	BBC1	Generally Accepted Standards	2
BBC News	17/04/2009	BBC1	Generally Accepted Standards	3
BBC News	29/04/2009	BBC News	Generally Accepted Standards	1
BBC World	n/a	BBC World	Other	1
BNP Party Election Broadcast	13/05/2009	ITV1	Generally Accepted Standards	3
BNP Party Election Broadcast	13/05/2009	BBC1	Inaccuracy/Misleading	1
BRMB Breakfast	27/04/2009	BRMB (Birmingham)	Generally Accepted Standards	1
Big Chef Takes on Little Chef	11/04/2009	More4	Offensive Language	1
Bowtime	21/04/2009	Talksport	Generally Accepted Standards	1
Breakfast Show	04/05/2009	Bath FM	Commercial References	1
Bride of Chucky	08/05/2009	ITV4	Generally Accepted Standards	1
Bring Back... Star Trek	09/05/2009	Channel 4	Sex/Nudity	1
Britain's Got More Talent	18/05/2009	ITV2	Generally Accepted Standards	1
Britain's Got More Talent	09/05/2009	ITV2	Dangerous Behaviour	2
Britain's Got More Talent	n/a	ITV2	Dangerous Behaviour	2
Britain's Got Talent	09/05/2009	ITV1	Generally Accepted Standards	7
Britain's Got Talent	18/04/2009	ITV1	Animal Welfare	3
Britain's Got Talent	16/05/2009	ITV1	Sex/Nudity	1
Britain's Got Talent	09/05/2009	ITV1	Other	1
Britain's Got Talent	02/05/2009	ITV1	Generally Accepted Standards	1
Britain's Next Top Model	04/05/2009	Living	Generally Accepted Standards	6
Britain's Next Top Model	02/05/2009	Living	Sex/Nudity	3
Britain's Next Top Model	27/04/2009	Living	Generally Accepted Standards	1

Britain's Next Top Model	28/04/2009	Living	Sex/Nudity	1
Britain's Next Top Model	28/04/2009	Living	Generally Accepted Standards	1
Britain's Next Top Model	27/04/2009	Living	Sex/Nudity	1
Celebrity Big Brother's Big Mouth	07/01/2009	E4	Generally Accepted Standards	3
Celebrity Big Brother's Little Brother	09/01/2009	E4	Generally Accepted Standards	3
Celebrity Chefs In Trouble: Tonight	01/05/2009	ITV1	Due Impartiality/Bias	3
Celebrity Juice	29/04/2009	ITV2	Generally Accepted Standards	1
Central Tonight	15/05/2009	ITV Central	Generally Accepted Standards	1
Channel 4 News	05/05/2009	Channel 4	Due Impartiality/Bias	1
Channel 4 News	20/04/2009	Channel 4	Violence	1
Channel 4 News	05/05/2009	Channel 4	Generally Accepted Standards	1
Channel 4 News	16/04/2009	Channel 4	Due Impartiality/Bias	1
Channel 4 News / PM	01/05/2009	C4 / BBC Radio 4	Generally Accepted Standards	1
Claire Richards: My Big Fat Wedding	05/05/2009	BBC Three	Generally Accepted Standards	1
Click	14/03/2009	BBC News 24	Crime (incite/encourage)	23
Cobra sponsor credit	13/02/2009	Dave	Sponsorship	1
Colin & Justin's How Not To Decorate	01/05/2009	Five	Offensive Language	1
Come Dine With Me	02/05/2009	Channel 4	Offensive Language	1
Confessions: Nightmare Nannies	21/04/2009	ITV1	Inaccuracy/Misleading	6
Conservative Party Election Broadcast	15/05/2009	ITV1	Inaccuracy/Misleading	1
Conservative Party Election Broadcast	06/05/2009	BBC1	Elections/Referendums	1
Continuity	01/05/2009	CBeebies	Generally Accepted Standards	1
Continuity preceding Tonight's The Night	09/05/2009	BBC1	Generally Accepted Standards	1
Coronation Street	12/04/2009	ITV1	Religious Issues	1
Coronation Street	27/04/2009	ITV1	Generally Accepted Standards	1
Countdown	n/a	Channel 4	Generally Accepted Standards	1
Dan O'Connell	07/04/2009	Galaxy Yorkshire	Crime (incite/encourage)	1
Danny Dyer's Deadliest Men (trailer)	08/05/2009	Virgin 1	Violence	1
Dave James	26/04/2009	Town 102 FM	Inaccuracy/Misleading	1
Deal or No Deal	30/04/2009	Channel 4	Generally Accepted Standards	4
Deal or No Deal	03/05/2009	Channel 4	Generally Accepted Standards	1
Deal or No Deal	05/05/2009	Channel 4	Competitions	1
Demand Five promotion	18/04/2009	Five	Inaccuracy/Misleading	1
Dispatches - Forgotten Children Season (Trailer)	n/a	Channel 4	Inaccuracy/Misleading	22

Domino's sponsorship of Britain's Got Talent	25/04/2009	ITV1	Violence	1
Dragon's Den Goes Global	25/12/2008	BBC2	Generally Accepted Standards	1
Drive Time	26/03/2009	209 Radio	Advertising	1
Eastenders	24/02/2009	BBC1	Generally Accepted Standards	23
Eastenders	30/04/2009	BBC1	Generally Accepted Standards	1
Embarrassing Bodies	22/04/2009	Channel 4	Generally Accepted Standards	1
Embarrassing Bodies	06/05/2009	Channel 4	Generally Accepted Standards	1
Embarrassing Bodies	06/05/2009	Channel 4	Sex/Nudity	1
Enjoyment in Hell	12/04/2009	Nigeria Movies	Generally Accepted Standards	1
File On 4	05/04/2009	BBC Radio 4	Crime (incite/encourage)	1
Flo Rida's 50 Stateside Party Slammers	01/05/2009	4 Music	Generally Accepted Standards	1
Ford sponsorship of Sky Sports News	14/02/2009	Sky Sports News	Sponsorship	1
GMTV	30/04/2009	ITV1	Generally Accepted Standards	1
GMTV	13/05/2009	ITV1	Generally Accepted Standards	1
GMTV competitions	n/a	ITV1	Competitions	1
Green Party Election Broadcast	11/05/2009	BBC1	Inaccuracy/Misleading	1
Halfords sponsorship	05/04/2009	Dave	Crime (incite/encourage)	1
Halfords sponsorship	10/04/2009	Dave	Inaccuracy/Misleading	1
Have I Got A Bit More News For You	09/05/2009	BBC2	Offensive Language	1
Have I Got News For You	24/04/2009	BBC1	Generally Accepted Standards	22
Heart Breakfast with Hamish and Maxine	17/04/2009	Heart FM (Plymouth)	Generally Accepted Standards	1
Hell's Kitchen	22/04/2009	ITV1	Animal Welfare	1
Hit40UK	07/05/2009	4 Music	Sex/Nudity	1
Holiday Showdown	12/05/2009	ITV1	Inaccuracy/Misleading	1
Hollyoaks	07/05/2009	Channel 4	Violence	5
Hollyoaks	21/04/2009	E4	Dangerous Behaviour	1
Hollyoaks Omnibus	10/05/2009	Channel 4	Violence	3
Hunter	19/01/2009	BBC1	Inaccuracy/Misleading	1
ITV News	22/04/2009	ITV1	Inaccuracy/Misleading	1
Ian Collins	23/04/2009	Talksport	Generally Accepted Standards	1
Ian Collins	20/04/2009	Talksport	Generally Accepted Standards	1
Jonathan Ross	18/04/2009	BBC Radio 2	Generally Accepted Standards	21
Khalid Khan	14/02/2009	Islam Channel	Generally Accepted Standards	1
Kirstie's Homemade Home	n/a	Channel 4	Other	1
Knorr sponsorship of Home and Away	n/a	Five	Generally Accepted Standards	1
Labour Party Election Broadcast	14/05/2009	BBC1 & Five	Inaccuracy/Misleading	1

Labour Party Election Broadcast	05/05/2009	ITV1	Inaccuracy/Misleading	1
Labour Party Election Broadcast	14/05/2009	BBC1	Due Impartiality/Bias	3
Lawless Britain: Hoodie Hell	14/05/2009	Bravo	Animal Welfare	1
Lily Allen "Not Fair"	07/05/2009	BBC Radio 2	Sex/Nudity	1
Lipobind sponsorship of GMTV	23/04/2009	ITV1	Inaccuracy/Misleading	1
Live Daytime Chat from 'The Pad'	23/02/2009	Tease Me	Sex/Nudity	1
Live Daytime Chat from 'The Pad'	11/02/2009	Tease Me	Sex/Nudity	1
Live Daytime Chat from 'The Pad'	04/02/2009	Tease Me	Sex/Nudity	1
Live FA Cup Football	19/04/2009	ITV1	Offensive Language	1
Living With The Dead	03/05/2009	Living 2	Generally Accepted Standards	1
Loose Women	23/04/2009	ITV1	Generally Accepted Standards	1
Loose Women	23/04/2009	ITV1	Inaccuracy/Misleading	5
Loose Women	11/05/2009	ITV1	Generally Accepted Standards	1
Louis Theroux - A Place for Paedophiles	19/04/2009	BBC2	Generally Accepted Standards	3
Madeline	03/05/2009	ITV3	Generally Accepted Standards	1
Mister Maker	24/04/2009	CBeebies	Dangerous Behaviour	1
Mock the Week Again	18/04/2009	Dave	Generally Accepted Standards	1
Monster.co.uk sponsorship of American Idol	n/a	ITV2	Generally Accepted Standards	1
Most Shocking Criminal Behaviour 2	18/04/2009	Bravo 2	Violence	1
News	18/04/2009	NTV	Sponsorship	1
News at Ten	27/04/2009	ITV1	Generally Accepted Standards	4
News at Ten	07/05/2009	ITV1	Generally Accepted Standards	1
Newsnight	20/04/2009	BBC2	Generally Accepted Standards	1
Oops TV	27/04/2009	Sky One	U18's in Programmes	1
Peppa Pig	n/a	Five	Harm/Food	1
Primeval	09/05/2009	ITV1	Violence	1
Promo	01/05/2009	Bath FM 107.9	Offensive Language	1
Psychic TV	27/02/2009	Psychic TV	Generally Accepted Standards	1
QI	02/01/2009	BBC2	Generally Accepted Standards	1
Quiz Call	n/a	Five	Use of Premium Rate Numbers	1
Quiz Call	15/05/2009	Five	Use of Premium Rate Numbers	1
Quiz Call	03/05/2009	Five	Competitions	1

Racing From Aintree	02/04/2009	BBC	Animal Welfare	1
Ramsay's Kitchen Nightmares USA	03/04/2009	Channel 4	Offensive Language	1
Reggie Perrin	25/04/2009	BBC1	Suicide/Self Harm	1
Road Wars	25/04/2009	Sky Three	Violence	1
Roberto	14/05/2009	Capital 95.8FM	Competitions	1
Robin Hood	25/04/2009	BBC1	Animal Welfare	1
Rude Tube	06/05/2009	E4	Animal Welfare	1
STV News at Six	24/04/2009	STV	Violence	1
Sheilas'Wheels sponsorship of ITV Weather	n/a	ITV1	Inaccuracy/Misleading	1
Shipwrecked 2009: Battle of the Islands	03/05/2009	Channel 4	Animal Welfare	1
Skins	29/01/2009	E4	Generally Accepted Standards	1
Sky HD Promo	26/04/2009	Sky Movies Action	Inaccuracy/Misleading	1
Sky News	22/04/2009	Sky News	Generally Accepted Standards	3
Sky News	05/05/2009	Sky News	Generally Accepted Standards	1
Sky News	18/04/2009	Sky News	Inaccuracy/Misleading	1
Sky News	24/04/2009	Sky News	Inaccuracy/Misleading	1
Sky News	28/04/2009	Sky News	Generally Accepted Standards	1
Sky News Weather	29/04/2009	Sky News	Inaccuracy/Misleading	1
Sponsor credits	26/04/2009	Discovery Home & Health	Generally Accepted Standards	1
Stephen Nolan	04/05/2009	BBC Radio 5 Live	Generally Accepted Standards	2
Steve Allen	09/04/2009	LBC 97.3FM	Generally Accepted Standards	1
Sunday Night Show with Iain Lee	05/04/2009	Absolute Radio	Generally Accepted Standards	1
Symptoms and Squids	24/04/2009	Sumo TV	Generally Accepted Standards	1
Taggart	04/04/2009	ITV3	Advertising	1
Take Away My Takeaway	11/05/2009	Channel 4	Animal Welfare	1
Teachers TV	16/12/2008	Teachers TV	Due Impartiality/Bias	1
Teen Detox	28/04/2009	BBC2 Scotland	Generally Accepted Standards	1
Testees (trailer)	n/a	FX	Sex/Nudity	17
The Andrew Marr Show	19/04/2009	BBC1	Generally Accepted Standards	3
The Bill	15/04/2009	ITV1	Violence	3
The Dish	06/02/2009	More4	Offensive Language	1
The Gadget Show	n/a	Five	Use of Premium Rate Numbers	1
The Hospital	21/04/2009	Channel 4	Generally Accepted Standards	1
The Hospital	21/04/2009	Channel 4	Inaccuracy/Misleading	1
The Inbetweeners	06/05/2009	E4	Generally Accepted Standards	1
The Inbetweeners	30/04/2009	E4	Sex/Nudity	1

The News Quiz	22/11/2008	BBC Radio 4	Generally Accepted Standards	1
The Now Show	25/04/2009	BBC Radio 4	Religious Offence	1
The Omid Djilili Show	11/05/2009	BBC1	Religious Offence	3
The Paul O'Grady Show	20/04/2009	Channel 4	Sex/Nudity	1
The Rules of Attraction	24/04/2009	Film4	Sex/Nudity	1
The Sex Education Show v Pornography (Trailer)	24/03/2009	Channel 4	Sex/Nudity	3
The Sex Education Show v Pornography	30/03/2009	Channel 4	Sex/Nudity	8
The Sex Education Show v Pornography	31/03/2009	Channel 4	Sex/Nudity	8
The Sex Education Show v Pornography	01/04/2009	Channel 4	Sex/Nudity	4
The Sex Education Show v Pornography	02/04/2009	Channel 4	Sex/Nudity	2
The Simpsons	05/05/2009	Channel 4	Generally Accepted Standards	1
The Truth About Immigration: Tonight	20/04/2009	ITV1	Due Impartiality/Bias	3
The Truth About Online Anorexia	09/04/2009	ITV1	Due Impartiality/Bias	5
The Wright Stuff	30/04/2009	Five	Generally Accepted Standards	1
The Wright Stuff	13/05/2009	Five	Generally Accepted Standards	1
This Morning	05/05/2009	ITV1	Generally Accepted Standards	1
Toblerone Sponsorship of Pushing Daisies	13/02/2009	ITV1	Sponsorship	1
Top 50 Celebrity Meltdowns	19/04/2009	Sky Three	Generally Accepted Standards	6
Top Gear	09/05/2009	BBC Three	Offensive Language	1
Top Gear	20/12/2008	BBC Three	Sex/Nudity	1
Top Gear	02/05/2009	BBC Three	Generally Accepted Standards	1
True stories: Zoo	21/04/2009	More 4	Sex/Nudity	1
UEFA Champions League Live	05/05/2009	ITV1	Due Impartiality/Bias	2
UKIP Party Election Broadcast	14/05/2009	ITV1	Inaccuracy/Misleading	1
UKIP Party Election Broadcast	07/05/2009	BBC1	Inaccuracy/Misleading	1
Wake Up To Wogan	27/04/2009	BBC Radio 2	Generally Accepted Standards	1
What's in Your Mouth? Tonight	16/02/2009	ITV1	Other	1
What's in Your Mouth? Tonight	16/02/2009	ITV1	Due Impartiality/Bias	1
Wipeout	05/04/2009	Kanal 5	Generally Accepted Standards	1
Wordplay	16/04/2009	Five	Use of Premium Rate Numbers	1