

# **Ofcom Broadcast Bulletin**

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## Introduction

Ofcom's Broadcasting Code ("the Code") 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/>

The Rules on the Amount and Distribution of Advertising (RADA) apply to advertising issues within Ofcom's remit from 25 July 2005. The Rules can be found at <http://www.ofcom.org.uk/tv/ifi/codes/advertising/#content>

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. Some of the language used in Ofcom Broadcast Bulletins may therefore cause offence.

## Standards cases

### In Breach

#### Shabeqadar

GEO TV UK, 08 October 2007, 19:00

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#### Introduction

GEO TV UK (“GEO TV”) is a channel specialising in Pakistani news and entertainment programming. Ofcom received two complaints that a talk and prayer broadcast by Dr Aamer Liaquat Hussain to commemorate the Lailat-ul-Qadr falling on the twenty-seventh day of the holy month of Ramadan was offensive and unacceptable. At one point, during the course of a prayer Dr Hussain said, in Urdu:

*“O God I beg you for the sake of this night; ruin those who have blasphemed against Your beloved [Prophet Muhammad, (Peace be upon Him)]. Ruin them. Ruin Rushdie, I beg you for his death. O God, give him death, O Provider; he has blasphemed your beloved. Oh God, we beg in Your Court for his death”.*

Ofcom asked GEO TV to respond to the complaints in the light of the Code **Rule 2.3**: broadcasters must ensure that material which may cause offence must be justified by the context.

#### Response

GEO TV told us that Dr Hussain is a “...renowned anchor on matters relating to religion. He has been conducting programmes on GEO TV Network since 2002 and has so far done more than 1,000 hours of programming”. GEO TV said that its policy was balanced and impartial. Similarly, they said, Dr Hussain is also known to be a balanced and impartial host with moderate views. Through his programme *Aalim Online* (Scholar, Online), GEO TV believed it had been able to bring closer people and scholars of various sects and religions on the same platform and discuss various matters related to religion.

GEO TV went on to say that Dr Hussain had also presented programmes about various other religions, including Christianity, Judaism and Hinduism, in order to promote inter-faith harmony. In these programmes, GEO TV had invited scholars from these respective faiths to express their views, “...freely, in accordance with their own belief and knowledge”. It had encouraged and ensured their participation in the true spirit of promoting inter-faith harmony. Over a period of five years or more, neither Dr Hussain, nor any of his programmes, has given cause for concern or complaint. It said that it is an impartial channel with a policy of balance. It had broadcast the material in good faith, without any intention to offend, or with ulterior motives against any person or religion. The broadcast in the UK was incidental because the original programme originated in, and was destined for audiences in, Pakistan and was carried live by GEO TV UK Ltd. In GEO TV’s view, the Rules in the Code did not apply in the territories where the programme originated.

In respect of Rule 2.3, the broadcaster said that Salman Rushdie had exercised his freedom of expression and had, in its view, “committed serious blasphemy” so, in reaction and reply, the host of the programme had also exercised his freedom of

expression, in this very specific context, by condemning the blasphemous act. GEO TV believed that Dr Hussain "...neither instigated nor incited any individual to harm the author of the book, nor did he suggest any such expression. All his prayers were addressed to the God and not to an individual". The broadcaster pointed out that since the broadcast of the material "...no repercussions have been witnessed or seen that can be ascribed to this prayer. No harm has been seen to have occurred that could be associated as a result of the airing of a prayer within the territory of UK".

GEO TV concluded however, by saying that "...without prejudice to the above, and being a responsible TV Channel..." it has nevertheless met with its production team and revised its standard operating procedures to ensure that similar religious content should not give rise to complaints in the future.

## **Decision**

Ofcom must regulate potentially offensive material in a manner that best guarantees an appropriate level of "freedom of expression" – the broadcasters' right to transmit information and ideas and viewers' right to receive them. However, with such rights come duties and responsibilities. We believe the Code sets out clear principles which aim to balance the broadcaster's right to freedom of expression against Ofcom's duty to protect viewers from material which causes harm or offence. The broadcaster did not apply generally accepted standards to the material concerning the comments about Salman Rushdie and this had the potential to cause considerable offence.

Ofcom took account of GEO TV's claimed intentions to promote interfaith harmony and that there have been no other incidents of this nature in the four years since the broadcaster acquired its licence on 15 July 2004. There is therefore no evidence that the material complained of was broadcast against the background of, for example, a systematic and/or biased approach to issues such as blasphemy towards Muslims. We also noted that these comments were broadcast at the end of Ramadan prayers to a specific community on a particular channel, dedicated to serving that community (amongst others), and that viewers would not necessarily have regarded the views expressed by one person as voicing the mainstream or majority position on any given subject.

In the interests of freedom of expression, offensive material may be broadcast. However, any such material needs to be justified by the context. Importantly, the more offensive material is, the stronger the justification by context needs to be. Dr Hussain's remarks, albeit primarily addressed to a specific audience outside the UK (i.e. Pakistan), and in the context of a prayer, were broadcast without, for example, comment or editorial narrative. We therefore concluded the remarks complained about were not sufficiently justified by context and so were in breach of Rule 2.3

Ofcom notes the broadcaster has revised its standard operating procedures to avoid similar breaches of the Code in future and welcomes such action. Nonetheless, as a result of this investigation, GEO TV's approach to its compliance responsibilities does raise concerns. Whilst the material may have originated in Pakistan, where the culture and views on various issues are unquestionably different from those in the UK, Ofcom licensees must always ensure that any material they transmit complies with the Code. Any further breaches of this nature, therefore, may result in Ofcom considering a statutory sanction.

## **Breach of Rule 2.3**

## Resolved

### Channel 4 Trail

*Channel 4, 8 December 2007, 21:02*

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#### Introduction

Channel 4 broadcast a promotional trailer for the channel at 21:02. It included at the end a clip of Gordon Ramsay describing a performance by musicians as “*fucking brilliant*”. There was no warning before the trailer. A viewer complained about the expletive used by Gordon Ramsay. The trailer was followed by *100 Greatest Stand-Ups*, which was preceded by a warning to viewers that this programme contained strong language. Ofcom asked for comments from Channel 4 in relation to Rule 1.6 (the transition to more adult material must not be unduly abrupt at the watershed).

#### Response

Channel 4 said that its Legal and Compliance Department had advised that this trailer should only be transmitted at a time after the 21:00 watershed *following* a warning for strong language. This advice was not followed due to human error. Channel 4 also explained that it had put in place a new system to ensure advice to trail producers is properly recorded to avoid errors like this occurring in future. Channel 4 said that the trail was broadcast post-watershed on a channel known for its risk-taking and adult orientated programming. Viewers would have expected the programme which followed the trail, *100 Greatest Stand Ups*, to contain adult material including strong language.

#### Decision

Ofcom published additional guidance to the Code, in Bulletin 60, concerning promotional trails. Ofcom made clear that in scheduling trails containing challenging material, broadcasters should bear in mind that trails come upon audiences unawares. A trail that contains challenging material such as offensive language may in principle be permitted post-watershed providing that it is appropriately contextualised. Advance information may also be necessary if the programming on either side is not substantially similar.

In this case, Ofcom notes that advice was given within Channel 4 that appropriate information about strong language should be broadcast *before* this trailer. However, because of human error, this was not followed. Channel 4 has also introduced a new system to record advice to trail producers. In light of these factors, Ofcom considers the matter resolved.

#### Resolved

## **This Morning,** *ITV1, 14 February 2008, 10:30*

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### **Introduction**

The edition of *This Morning* broadcast on 14 February 2008 included an interview with the celebrity Cilla Black. The interview included discussion of Ms Black's views on psychic readings and of her new business venture, a 'psychic' phone line service ("the phone line service").

A viewer complained that the interview in effect endorsed the phone line service.

Under the Code, products and services must not be promoted in programmes (Rule 10.3) or given undue prominence (Rule 10.4). We therefore requested ITV's comments.

### **Response**

ITV said that, in common with many other daytime programmes, *This Morning* often refers during an interview with a celebrity guest to their latest film, programme, record or other commercial project. It said that the purpose of every item is to interest, inform and entertain the viewer, not to promote any particular product. ITV provided assurances about the compliance measures it takes to ensure that no product is discussed in an unduly prominent manner. These measures include advance briefing of guests.

ITV went on to explain that, in this particular edition of *This Morning*, there was a "Valentine's Day" theme to several of the items. It said that there were strong editorial reasons for inviting Cilla Black to appear on that day and to include discussion of her connection with the phone line service: she was a regular celebrity guest on the programme; was well known for presenting a show about relationships (*Blind Date*); her new business venture, a psychic relationship phone line, was being launched on that same day; and the programme often discusses psychic subject matter, which is a subject of interest to its audience.

ITV also advised that both the guest and her press advisor were fully briefed beforehand. It accepted that it was unfortunate that the guest referred to the brand name of the phone line service and the website address in a manner over and beyond that discussed prior to the programme. However, it said that, after the guest first referred to the phone line service by name, the producer in the gallery reminded the presenters via earpiece that the brand name should not be referenced repeatedly in the remainder of the interview. Later in the interview, the presenters reacted swiftly when the guest stated the web address of the phone line service. Also, one of the presenters questioned the accuracy of tarot card readings given over the phone. ITV therefore considered that the questioning by the presenters was objective and in no way endorsed either the phone line service or 'psychic' advice generally.

ITV advised that, nevertheless, in the light of this complaint, it will be reviewing again with the *This Morning* production team its procedures when preparing interviews with celebrity guests.

## Decision

One of the fundamental principles of European broadcasting regulation is that advertising and programming (that is, editorial content) must be kept separate. This is set out in Article 10 of the Television Without Frontiers Directive which is in turn reflected in the rules in Section Ten (Commercial References in Programmes) of the Code.

It is common for celebrity guests on chat shows and magazine-style programmes to refer to their latest venture. This is often an autobiography or an artistic endeavour, e.g. a film or play, and the reference is usually relatively brief. Accordingly, there is often sufficient editorial justification for the reference to avoid concerns arising under Section Ten of the Code. However, the more commercial the guest's venture and the more prominent the references to it within a programme, the greater the risk that such references may appear to be, in effect, promotional selling messages in breach of Rule 10.3, or unduly prominent in breach of Rule 10.4, or both.

In this particular case, we took into account ITV's assurances regarding the compliance measures it had taken to avoid undue prominence and noted, that later in the interview, the presenters did appear to make some effort to move the discussion away from the phone line service itself. We also noted that the interview was prefaced with a montage of clips from *Blind Date*, and included conversation about psychic encounters and – to a lesser extent – other subjects, such as Cilla Black's career and personal life. However, we were concerned that the guest mentioned the phone line service by name several times in the course of the interview and gave out the website address. We also noted that one of the presenters said to camera "*This new phone line – all the information is on our website – launches today*". These references could reasonably have given viewers the impression that the programme was endorsing the phone line service. This was not consistent with the requirements of the Code.

However, we welcome ITV's assurances that it is reviewing its procedures in respect of celebrity interviews. We therefore consider the matter resolved.

## Resolved

## Not In Breach

### The Killer in Me

ITV1, 8 November 2007, 21:00

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#### Introduction

In this one-off factual entertainment programme, four celebrities (Toby Anstis, John Barnes, Andrew Neill and Fiona Phillips) were offered the chance to take a genetic test to explore whether they were prone to diseases such as cancer, heart disease and Alzheimer's disease. They were introduced to Dr Paul Jenkins, founder of Genetic Health, a commercial organisation offering the test, who took them through the process. Following the tests, Dr Jenkins discussed the celebrities' individual reports, and outlined the results in terms of what he considered to be their individual risks of suffering from a range of diseases.

Ofcom received two complaints. These were, in summary, that the programme gave an unbalanced and inaccurate portrayal of the scientific validity of the tests, and that the 'promotion' of Genetic Health resulted in undue prominence being given to the company.

Ofcom asked the broadcaster, ITV, to comment on these complaints in the light of the following Code Rules:

- 2.1 "Generally accepted standards must be applied to the contents of television...services so as to provide adequate protection for members of the public from the inclusion in such services of harmful...material";
- 2.2 "Factual programmes...must not materially mislead the audience";
- 10.1 "Broadcasters must maintain the independence of editorial control over programme content";
- 10.3 "Products and services must not be promoted in programmes"; and
- 10.4 "No undue prominence must be given in any programme to a product or service".

#### Response

In response ITV said the following.

Rules 2.1 and 2.2

The broadcaster explained that the programme was never intended to be a documentary investigating genetic screening. In a one-hour programme intended to follow the celebrities' personal health journeys, their family histories and current lifestyles as well as showing their undertaking the test, ITV did not believe that it was editorially appropriate or necessary to include a detailed analysis of the science behind the test. However, ITV did recognise that it had a duty to explain the test in a manner that was fair and duly accurate, and the broadcaster was confident that the programme had done this. It went on to say that it did not believe that viewers would have been put at risk of any harm as a result of the programme's description of the test (and the science behind it).

#### Rule 10.1

This Rule states that, “Broadcasters must maintain the independence of editorial control over programme content”. ITV said that editorial independence had been maintained throughout the production process. Genetic Health had neither funded the programme nor made any financial contribution to ITV. The taking of the tests by four celebrities, it believed, was a legitimate subject for a programme, but the programme’s producer had sole control of the programme’s content and, in particular, its depiction of the test. It believed that this had been made clear to viewers through the descriptions of, and the reservations expressed about, the test in the programme.

#### Rule 10.3

This Rule states that, “Products and services must not be promoted in programmes”. ITV believed that whilst there had been multiple references to the Genetic Health test in the programme, it did not think that any of them, or the programme in general, had been promotional of the test. The programme had not given the impression of “selling” the service. If anything, the broadcaster argued, the range of views and reservations expressed about the test had suggested the opposite.

#### Rule 10.4

This Rule states that, “No undue prominence must be given in any programme to a product or service”. ITV said that the producers had chosen to feature only Genetic Health as the provider of the test on the basis that they understood it was the only company in the UK offering a medical consultation as part of the test process. It had therefore made editorial sense to use a company whose service featured such a consultation. The producers had been “...ever mindful of the requirements of the undue prominence rule and ensured that any references to Genetic Health and its test were limited to what was justified by the editorial requirements of the programme”.

### **Decision**

The Communications Act 2003 requires Ofcom to ensure that broadcasters apply generally accepted standards so that the public is adequately protected from harmful material. However, when securing this standard we do so in a manner that best guarantees an appropriate level of freedom of expression. This is in terms of both the broadcaster’s right to impart information and ideas and the right of the audience to receive them. These rights are enshrined in the European Convention of Human Rights incorporated within the Human Rights Act 1998. Accordingly, Ofcom must exercise its duties in light of these rights and not interfere with the exercise of these rights in broadcast services unless it is satisfied that the restrictions it seeks to apply are required by law and necessary to achieve a legitimate aim.

It is clear that genetic testing is still in its infancy. For example, the Government’s Human Genetics Commission (“HGC”) report “Genes Direct” (March 2003) said that: “...we conclude that for the foreseeable future, most genetic tests that provide predictive health information should not be offered as direct genetic tests.” (p54 Paragraph 3.32); and “...we have concerns about predictive genetic tests that are done at home...” (p54 Paragraph 3.34). These views were consolidated in the HGC’s subsequent report “More Genes Direct” (Section 5) published in December 2007.

## Rules 2.1 and 2.2

Complainants were concerned that the programme could misleadingly portray that genetic tests are a scientifically proven and established means of determining a patient's future health and, in particular, their chances of developing certain diseases. Ofcom consequently was concerned that, if the programme had given the impression that such diseases could be predicted accurately by a genetically-based test, harm may be caused to the public. It could potentially encourage people to make decisions about their health, lifestyle or diet based on genetic tests that can be easily sourced from the internet and administered at home without proper medical consultation. Ofcom, therefore, considered whether such an impression was given and, if so, whether it would be potentially harmful.

We noted that the programme was introduced by a voiceover which stated: *"Four celebrities about to embark on a journey of discovery. They will each take a pioneering genetic test that **will unlock the biological secrets** hidden within their cells – cancer, heart disease, Alzheimer's – which of these common killers are lurking in their genes?..."* (our emphasis).

Dr Jenkins is a member of the management team of Genetic Health. Throughout the programme he was the 'face' of the company and took the four celebrities through their tests and results. He is a qualified doctor and was seen in the programme at his practice in Harley Street. In our opinion, this gave the clear impression that any genetic testing included in this programme was authoritative, substantive and authenticated by a consensus of medical research.

Additionally, at one point, Dr Jenkins said to one participant:

*"...there are a number of genes that are implicated in prostate cancer and your profile shows that you are at a low risk....";*

and later, said to another:

*"... your gene increases the risk about fourfold, over that of the general population and that translates to about a one in four chance of developing it in your eighties..."*

These kinds of statements, in our view, could give the impression that the validity of genetic testing, in areas such as predicting a person's future health, was well-established. However, as made clear, for example, in the HGC report referred to above, it appears that the medical profession is at present divided about the validity of such testing.

On the other hand, Dr Jenkins on some occasions did qualify such statements by saying, for example:

*"...and I really would like to emphasise to you that it in no way means that you will get it";* and

*"...I think the combination is very reassuring – a low genetic risk and a very, very low lifestyle risk is a very good prognosis."*

This implied that a person's lifestyle is a contributory factor in an individual's future health, notwithstanding any results that genetic testing might present. Ofcom also noted that, on occasions, the programme may have left the viewer with the impression that Dr Jenkins was offering advice and opinion, rather than stating facts. For example, the narration at one point said:

[Dr Jenkins and his team] *"**claim** they can reveal..."*; and at another point stated:

*"...Dr Jenkins **says** the test..."* (our emphases).

Although these caveats were not very prominent, in our view there was, on balance, sufficient qualifying material in the programme overall to suggest to viewers that genetic testing was not determinative of future health and risk of disease, and that other factors such as lifestyle, diet and other medical advice need to be taken into account.

On balance, therefore, Ofcom concluded that the programme was **not in breach of Rules 2.1 and 2.2.**

However, Ofcom considers that while the programme was not materially misleading and therefore not in breach of the Code, it could have been made *clearer* to the audience that the validity of such genetic testing is scientifically controversial and that some in the medical profession question its effectiveness.

Further, Ofcom considered that it was not apparent to the viewer that Genetic Health was a commercial organisation offering a commercial service. For instance, Dr Jenkins (one of Genetic Health's Management Team) was seen at the beginning of the programme. Described as a "Consultant Physician", he was shown at the Institute of Cell and Molecular Science (part of London's St Bartholomew's Hospital and the London School of Medicine and Dentistry). Later in the programme Dr Jenkins was giving advice and explanations to patients on behalf of the commercial organisation Genetic Health. Given Ofcom's concerns (outlined above) about the manner in which the testing was portrayed, we believe it would have been preferable for the programme to have given more background about Genetic Health.

Rules 10.1, 10.3 and 10.4

Ofcom went on to consider the programme in the light of Rules 10.1 (independence of editorial control over programme content); 10.3 (products and services must not be promoted in programmes); and 10.4 (no undue prominence must be given in any programme to a product or service). We were concerned that any emphasis in favour of genetic testing, allied to the fact that only one commercial company was shown providing this service, may have resulted in undue prominence and the editorial integrity of the programme being compromised for commercial considerations. In considering this matter, we noted that Dr Jenkins' organisation, Genetic Health, was referred to on more than one occasion.

However, Ofcom also noted that these references (visual and verbal) were infrequent and editorially justified. Moreover, as discussed above, we did not believe that the programme unconditionally endorsed genetic testing and that there were (albeit only occasional) qualifying comments when the results were presented to the participants. We also note, from ITV's statement, that the organisation's inclusion in the programme was for sound editorial reasons and that the organisation had neither funded the programme nor made any financial contribution to ITV. On balance, Ofcom concluded that undue prominence had not been given to the organization providing the tests.

The programme was therefore **not in breach of Rules 10.1, 10.3 and 10.4.**

**Not in Breach**

## Note to Broadcasters

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Ofcom recognises that it is important for broadcasters to bring scientific and medical matters to a large audience. Broadcasters have the editorial freedom to present these matters in any way they wish, provided they comply with the Code.

However, broadcasters should exercise caution when dealing with scientific or medical matters where the issues are new or controversial. There is no requirement in the Code for broadcasters to ensure that “due impartiality” is applied to such subjects, unless they are matters of political or industrial controversy or relating to current public policy. Nevertheless, broadcasters should give consideration to the potential for harm to be caused by materially misleading the audience through the omission of facts or opinions. This may be particularly important where a programme might affect the way members of the public behave (e.g. programmes involving medical advice).

## Fairness and Privacy Cases

### Not Upheld

#### Complaint by Mr Tony Greenstein

*The War on Britain's Jews, Channel 4, 9 July 2007*

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**Summary:** Ofcom has not upheld this complaint of unfair treatment by Mr Tony Greenstein.

On 9 July 2007, Channel 4 broadcast a programme entitled "*The War on Britain's Jews*" which looked at the reported increase in anti-Semitism in Britain. The programme questioned whether anti-Israeli sentiments, which had been voiced in Britain, were anti-Semitic in nature. The programme included a contribution from the complainant Mr Greenstein. In the programme Mr Greenstein explained his view that not all British Jews wished to be associated with the policies of the Israeli state.

Mr Greenstein complained to Ofcom that the programme portrayed him in an unfair way.

Ofcom found that Mr Greenstein had been given sufficient information about the programme to be able to give informed consent for his participation. Having viewed a recording of Mr Greenstein's unedited interview, Ofcom considered that those extracts that were used in the programme, had been fairly edited. In addition, Ofcom found the programme makers were not required, in the interests of fairness, to include more of Mr Greenstein's recorded interview in the programme as broadcast.

In all the circumstances, Ofcom found that the programme as broadcast did not result in unfairness to Mr Greenstein.

#### Introduction

On 9 July 2007, Channel 4 broadcast the programme *The War on Britain's Jews*. The programme, which was presented by Richard Littlejohn, stated that there had been a recorded increase in anti-Semitic attacks in Britain. The programme examined the causes of this increase and questioned whether anti-Israeli sentiments, which had been voiced in Britain, were anti-Semitic in nature.

During the programme Mr Littlejohn stated "*There is no consensus on Israel within the Jewish community. Far from it: take the organisation the Independent Jewish Voice.*"

The programme then included an interview with Mr Tony Greenstein who was described as a signatory of the organisation the Independent Jewish Voices. Mr Greenstein gave, in the programme, the following description of why the Independent Jewish Voices ("IJV") was formed:

*"The Independent Jewish Voices was set up on behalf of all Jews. They are people who do not like the idea that they are automatically associated with the war, with Israel, with all the other things. What they are saying is they want to create a space where Jewish people can discuss these things without being pigeonholed."*

Further excerpts from Mr Greenstein's interview were included in the programme.

Mr Greenstein complained to Ofcom that he was treated unfairly in the programme as broadcast.

## **The Complaint**

### **Mr Greenstein's case**

In summary Mr Greenstein complained that he was treated unfairly in the programme as broadcast in that:

- a) The programme portrayed him in an unfair way:
  - i) Mr Greenstein said that he was clearly portrayed in the programme as "the token Jewish dissident" and complained that his contribution was used merely to illustrate the presenter's point that views within the Jewish community were diverse. Mr Greenstein said this was unfair because the programme makers had reassured him (both verbally and in email correspondence) that his contribution would not be taken out of context and that the programme would not "simply be a vehicle for the presenter's viewpoint".
  - ii) Mr Greenstein said his contribution was likely to have left viewers with the false impression that he agreed with the substance of the programme i.e. that anti-Semitism was steadily increasing in the UK. Mr Greenstein said it was unfair for his contribution not to have been used as an integral component of, and challenge to, the main theme of the programme. Mr Greenstein said that the programme failed to include any of his comments which "countermanded the theme of the programme".

### **Channel 4's statement in response to the complaint**

In summary Channel 4 responded to the complaint as follows:

- a) Channel 4 said it rejected Mr Greenstein's complaint that he had been misled about the nature and content of the programme, his role within it and his claim that the programme had portrayed him unfairly.
  - i) Channel 4 said that when the programme makers first contacted Mr Greenstein, they explained that the programme would be an authored piece by Mr Littlejohn. The presenter would be arguing that since 2001 anti-Semitism had been on the rise. The programme maker also explained that the presenter would look at the various sources of anti-Semitism in Britain and the extent to which the resurgence in anti-Semitism is related to Israeli policies in the Middle East (specifically in relation to the Palestine issue and a widespread perception that British Jewry universally supported Israeli policies).

Channel 4 said that the programme maker then made Mr Greenstein fully aware of the type of contribution they were seeking from him. Namely that they hoped his contribution would demonstrate that there was in fact a diversity of Jewish opinion on this issue, and that initiatives such as those of IJV, were important in showing that not all Jews were unflinching in their support for Israel and its policies. Channel 4 said that at the end of the

conversation, Mr Greenstein was invited to take part. Though he expressed doubts at the time about being part of a programme authored by Richard Littlejohn, he agreed to participate. Channel 4 said that the programme maker confirmed Mr Greenstein's decision to take part four days later, and Mr Greenstein freely agreed to participate and raised no concerns about doing so.

Channel 4 said that after filming the interview, Mr Greenstein raised some concerns with the programme makers after reading an article by Mr Littlejohn in The Daily Mail. The programme maker then phoned and emailed the complainant to re-assure him that his contribution would be fairly edited, which both the programme maker and Channel 4 believed to be the case.

- ii) In response to the complaint that the programme left viewers with the impression that Mr Greenstein agreed with the substance of the programme i.e. that anti-Semitism was steadily increasing in the UK, Channel 4 said the programme did not give this impression at all.

Channel 4 said the programme was divided into four parts, each of which was clearly set out for the viewers. Channel 4 said Mr Greenstein's contribution fell into a part of the programme that explored the misperception that all Jews support Israeli actions, and highlighted how no single organisation speaks out for all British Jews. Channel 4 said that the programme gave no impression at all that Mr Greenstein agreed that anti-Semitism was steadily increasing in the UK (as complained).

As regards Mr Greenstein's complaint that the programme should have included those parts of his interview which countermanded the theme of the programme, Channel 4 said it did not accept that there was a requirement on the programme makers to do so.

Channel 4 said that when Mr Greenstein agreed to take part in the programme, he did so knowing that the programme makers hoped to use his contribution to show how not all Jews support Israeli policies and that views within the Jewish community are diverse. Channel 4 said that Mr Greenstein was also made aware of Mr Littlejohn's views, in particular, that the presenter intended to refer to a recent Parliamentary Report which stated that anti-Semitism was on the rise.

Channel 4 said that while the complainant may have wished to get an "alternative viewpoint across", this was not the reason why he had been asked to contribute, nor had he been given any indication whatsoever that these views would be included in the programme. Channel 4 referred to a letter from Mr Greenstein to Channel 4 of 5 October 2007 (post broadcast) and highlighted the following:

*"I was aware that Littlejohn was the presenter of the programme and equally clearly I took that into account... The question I had to resolve was whether, despite the fact that you had employed a bigot to host the programme on anti-Semitism, it was better take part **and try to get an alterative viewpoint across** than refuse to take part at all. The Group IJV took the latter decision. After reflection I preferred the former."*

[Emphasis added by Channel 4]

Channel 4 said that the programme makers had considered whether or not to include Mr Greenstein's comments on the finding of the Parliamentary Report. However they were unable to find any evidence to back up the views of Mr Greenstein.

## 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 or unwarranted infringement of privacy in programmes included in such services. Where there appears to have been unfairness in the making of the programme, this will only result in a finding of unfairness, if Ofcom finds that it has resulted in unfairness to the complainant in the programme as broadcast.

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.

The complaint was considered by Ofcom's Executive Fairness Group. In reaching a decision about this complaint Ofcom considered the written submissions of both parties, supporting material provided by the parties, a recording and transcript of the programme and a recording and transcript of Mr Greenstein's unedited interview.

- a) In deciding whether the programme portrayed Mr Greenstein in an unfair way, Ofcom addressed each head of Mr Greenstein's complaint, as outlined below:
  - i) Ofcom first considered the complaint that Mr Greenstein believed he was clearly portrayed in the programme as "the token Jewish dissident" and his contribution was used merely to illustrate the presenter's point that views within the Jewish community were diverse. Mr Greenstein said this was unfair because the programme makers had reassured him (both verbally and in email correspondence) that his contribution would not be taken out of context and that the programme would not "simply be a vehicle for the presenter's viewpoint".

In Ofcom's view, the programme set out to look at issues relating to the reported increase in anti-Semitism in Britain. In examining this subject, Ofcom noted that the programme had been broken into four distinct, separately signposted, segments. The first of these was the reported increase of anti-Semitic attacks in Britain. This segment included contributions from the police and a member of the Parliamentary Committee which had launched an official inquiry into anti-Semitism. The second part of the programme looked at 'the face' of anti-Semitism in Britain both in the past and present day. It referred to actions by the fascist right, the British National Party, and the Muslim Public Affairs Committee (a small organisation that campaigned during the 2005 General election). The segment also referred to the possibility that opposition by the political Left to the policies of the state of Israel could spill over into anti-Semitism. The third part of the programme continued to examine this issue. The final part of the programme posed the question "*Against this kind of background, what's it like being Jewish in Britain today?*"

This final segment included contributions from a number of British Jews, who recounted their own experience of anti-Semitism. This part of the programme also looked at whether hatred towards British Jews would be diffused if Jewish leaders were more vocal in their criticism of Israel. In looking at this issue, the presenter additionally pointed out that there was no single organisation in Britain that speaks for all British Jews. Mr Greenstein's contribution was included in this subsection of the programme (full contribution, below):

Commentary: *"The truth is there is no consensus on Israel within the Jewish Community – far from it. Take the organisation, Independent Jewish Voices. They have over 500 signatories, including people like Stephen Fry and Harold Pinter, never shy of expressing dissent. Tony Greenstein is one of them.*

Mr Greenstein: *The Independent Jewish Voices was set up, on behalf of all Jews and they're people who do not like the idea that they are automatically associated with the war, with Israel and with all the other things and what they're saying is we want to create a space so Jewish people can discuss these things without being pigeonholed.*

Presenter: *And what kind of reaction did you get to that*

Mr Greenstein: *Well the reaction from the Jewish leaders was not very favourable. Of course they were attacked as self-haters and all the rest of it. But actually the reaction from ordinary Jewish people that I know of was it's about time this happened, that we need to be able to define our own territory.*

Commentary: *Tony thinks that Jewish Leaders who defend Israeli's policies are increasing hostility towards the Jewish Community as a whole.*

Mr Greenstein: *As long as the British Jews associate Jewish people in this country with what Israel does to Palestinians, some misguided people will then take it out on them, and that's unfortunate and that's wrong. However, it is also unacceptable for leaders of British Jews to say that they identify their communities with what Israel does, that is the problem.*

Presenter: *But isn't the other side of that coin that any Jew in Britain who supports Israel is therefore incapable of being the victim of anti-Semitism because he's brought it on himself.*

Greenstein: *No, not at all. I haven't said they've brought it on himself either [sic]. If anything, I've said that those who are responsible for associating that person with Israel are in part responsible.*

### How Mr Greenstein was portrayed in the programme

Having considered Mr Greenstein's contribution within the context of the programme, it is Ofcom's view that it was used in part to demonstrate the diversity of opinion within British Jewry, but also to highlight Mr Greenstein's belief that Jewish leaders should not be associating "their communities" with the actions of Israel in its conflict with Palestine.

### Informed consent

Ofcom sought to determine whether the use of Mr Greenstein's contribution, in this way, resulted in unfairness to him, in the programme as broadcast. In doing this, Ofcom looked at the basis on which Mr Greenstein had consented to take part in the programme (i.e. whether it appeared to be informed); whether his contribution had been edited fairly; and whether there had been any guarantees from the programme makers to Mr Greenstein about the way in which his contribution would be used.

In reaching its decision, about whether or not Mr Greenstein gave informed consent for his contribution, Ofcom took account of Practice 7.3 the Code which states:

"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 and when (if known) and where it is likely to be first broadcast."

Ofcom noted from the pre-broadcast correspondence that before phoning Mr Greenstein to ask him to take part in the programme, the programme maker had emailed another member of IJV to invite him to contribute:

Email of 11 April 2007 from programme maker to member of IJV:

"...I am working on a Channel 4 documentary about anti-Semitism in the UK, authored by Richard Littlejohn and was wondering if you're going to be in the UK in the foreseeable future? I am looking for interviewees who can discuss the notion of criticism of Israel/ being called an anti-Semite/ anti-Zionism, and the development of groups like IJV"

In response to the above email, the member of IJV declined to take part but referred the programme maker to Mr Greenstein, who had recently published a comment about the need to stop conflating anti-Zionism and anti-Semitism:

Email of 13 April 2007 from member of IJV to the programme maker:

"...Thanks for your email. I'm out of the country...but Tony Greenstein, who also had a blog about this issue published on Comment is Free recently told me he's be prepared to be interviewed. Tony's email address is... and you can see his comment at..."

Correspondence provided to Ofcom indicated that Mr Greenstein had been forwarded this email from the member of IJV. However, Mr Greenstein said he could not recall whether the member of IJV had also emailed him the programme

maker's original email of 11 April 2007. The programme maker then phoned Mr Greenstein. There is no audio recording of phone conversations between the programme makers and Mr Greenstein for Ofcom's consideration (see also that part of Head (i) relating to Guarantees).

Following this phone conversation, Mr Greenstein wrote the following email to his fellow member at IJV:

Email of 13 April 2007 from Mr Greenstein to member of IJV:

"...I have spoken to [the programme maker] though I remain dubious about the intent and purpose of any programme which Littlejohn hosts and I told her as much, so we will see!"

On the information available to Ofcom, which is limited, Ofcom noted that Mr Greenstein had expressed some reservations about Richard Littlejohn as a presenter. However, it could find no grounds for concluding that the programme makers had provided misleading information about the likely nature of the programme. It is important to note, however, that in Ofcom's view, consent is a continuum that applies from the commencement of a contributor's participation and continues until their involvement is concluded. Therefore in assessing whether a contributor has given informed consent for their participation, Ofcom will not only look at the information that was provided to the contributor prior to the recording of the contribution (that has been made available for its consideration), but where possible Ofcom will also consider the contribution itself. In this case, Ofcom was able to view unedited recordings of Mr Greenstein's interview.

From the unedited recordings Ofcom noted that the interview between Mr Greenstein and the presenter Mr Littlejohn included a detailed debate about the credibility of the statistics which had reported an increase in anti-Semitic attacks in Britain, and the link between it and the Palestine/Israeli conflict. Aside from these debates (which were not resolved during the course of the interview), Mr Littlejohn asked Mr Greenstein direct questions, about his views on IJV and the possibility that some people might use hostility towards the actions of Israel to justify criticism of, or, attacks on British Jews. For example, in addition to those parts of the interview which were broadcast in the programme, Ofcom noted:

Presenter: *"Whatever side of the argument you are on in the Middle East, do you not accept that there are those who use the actions of Israel as a stick with which to beat British Jews in general?"*

Mr Greenstein: *"I think what happens primarily is that when British Jews and the Board of Deputies and the Zionist organisations say 'we speak on behalf of all British Jews in supporting the war crimes and the actions of the Israeli state'...when people see that they are incensed. And when community leaders stand up and say 'we're right behind you' some people will then say er will then identify them with those wars."*

Ofcom considered that throughout the interview, the presenter had been clear about his intention to rely on the reported increase in anti-Semitic attacks in Britain in the programme as broadcast. Further, when seeking Mr Greenstein's

views on IJV and the effect of Jewish leaders who do not openly criticise the actions of Israel, the presenter had been direct with his questions, and at no time appeared to try to mislead Mr Greenstein about his own views on the matter.

On the information available to Ofcom, about the basis on which Mr Greenstein agreed to take part in the programme, it formed the view that the programme makers had not attempted to mislead Mr Greenstein about the purpose of the programme. In addition, Ofcom considered that there was sufficient information given to Mr Greenstein (in particular during the interview) for him to have been aware of the views held by Mr Littlejohn (who was the author of the programme) and be capable of understanding the questions being asked of him by Mr Littlejohn, before giving his response. In this regard, Ofcom therefore considered that Mr Greenstein had given informed consent for his contribution to the programme.

Ofcom next looked at whether the contribution had been edited fairly. In doing this, Ofcom took account of Practice 7.6 which states that:

“When a programme is edited, contributions should be represented fairly.”

The editing of a programme is an editorial matter for a broadcaster. However, broadcasters must ensure that the programme as broadcast does not result in unfairness to an individual or organisation.

Ofcom first looked at those extracts which had been used in the programme as broadcast, in order to see if they had been represented fairly. Having compared them with the unedited interview recordings, Ofcom was satisfied that they had been used in the appropriate context. Mr Greenstein’s comments had not been misrepresented. In the circumstances, Ofcom was satisfied that the extracts of Mr Greenstein’s interview had been fairly edited.

Ofcom next considered whether the programme makers had omitted information from Mr Greenstein’s contribution which resulted in unfairness to him. Ofcom noted that only a small part of Mr Greenstein’s contribution was used in the programme as broadcast. However, having considered the context in which the contribution had been used in the programme, and the unedited recordings themselves, Ofcom found that the programme did not result in unfairness to Mr Greenstein as a result of the decision by the programme makers to include only a few of Mr Greenstein views (please also see Head (ii) below for more detail). For these reasons, and those given below in Head (ii), Ofcom found that the programme makers editing of Mr Greenstein’s contribution did not result in unfairness.

#### Assurances to Mr Greenstein

Ofcom lastly considered that part of Mr Greenstein’s complaint that the programme had not upheld assurances given to him by the programme makers that (both verbally and in email correspondence) that his contribution would not be taken out of context and that the programme would not simply be a vehicle for the presenter’s viewpoint. In reaching its decision in relation to this complaint, Ofcom took account of Practice 7.7 which states that:

“Guarantees given to contributors, for example relating to the content of a programme, confidentiality or anonymity, should normally be honoured.”

Ofcom noted that both parties agreed that the programme maker had assured Mr Greenstein in writing and in email correspondence that his contribution would be edited fairly, and not misrepresented. For the reasons set out above, Ofcom considered that the programme makers had fulfilled this assurance by including relevant sections of Mr Greenstein's interview in a fair way.

However, Ofcom noted that there was no agreement between the parties over whether an assurance had been given to Mr Greenstein that the programme would not "simply be a vehicle for the presenter's viewpoint". Ofcom was not presented with any information which demonstrated that Mr Greenstein had secured a guarantee relating to the content of the programme (Ofcom was not provided with recordings or transcripts of the phone conversations between Mr Greenstein and programme maker before or after his interview, and therefore does not know the content of these conversations). However, from the background correspondence and the recorded interview Ofcom was satisfied that Mr Greenstein's decisions to take part in the programme and allow the use of his contribution, had been taken in full knowledge of both the fact that Mr Littlejohn was the host of the programme and Mr Littlejohn's views on the key issues. Given this, it is Ofcom's view that that Mr Greenstein had been given sufficient information for him to be able to give informed consent for his participation in the programme.

In all the circumstances detailed above, Ofcom found no unfairness to Mr Greenstein and accordingly has not upheld this part of the complaint.

- ii) Ofcom next considered Mr Greenstein's complaint that his contribution was likely to have left viewers with the false impression that he agreed with the substance of the programme i.e. that anti-Semitism was steadily increasing in the UK. Mr Greenstein said it was unfair for his contribution not to have been used as an integral component of, and challenge to, the main theme of the programme. Mr Greenstein said that the programme failed to include any of his comments which "countermanded the theme of the programme".

In reaching its decision in relation to this complaint, Ofcom took account of Practices 7.3, 7.6 and 7.7 (detailed above).

In relation to the complaint that viewers were likely to have believed that Mr Greenstein had agreed that anti-Semitism was increasing in the UK, having viewed the programme, Ofcom did not believe that such an impression was likely. As noted above, Mr Greenstein's contribution had appeared in only one part of the programme and the complainant had been introduced by the presenter as an example of the diversity of opinion of British Jews. As noted above, Ofcom considered that viewers were likely to understand that Mr Greenstein's contribution illustrated this diversity, and also that Mr Greenstein believed that Jewish leaders should not be associating "their communities" with the actions of the Israel state. As discussed above, this resulted in no unfairness.

The reported increase in anti-Semitic attacks was the starting point of the programme's argument. In Ofcom's view, Mr Greenstein was portrayed as neither agreeing nor disputing the statistics. The issue of any increase in anti-Semitic attacks, and the views of Mr Greenstein that a degree of hostility towards Jews in Britain could be attributed to the actions of Jewish leaders who associate their communities in Britain with what Israel does to Palestinians, were clearly distinct. For all of these reasons, Ofcom concluded that the programme did not leave viewers with an unfair impression of Mr Greenstein.

In relation to the complaint that the programme failed to include any of Mr Greenstein's comments which countermanded the theme of the programme, it is Ofcom's view that there was no requirement on the programme makers to do this. As referred to in Head (i) of the decision, the editing of Mr Greenstein's contribution was at the programme maker's discretion and did not in Ofcom's view result in unfairness. Further, Ofcom was satisfied that Mr Greenstein had been given sufficient information to be able to give informed consent for his participation.

Taking all these factors into account, Ofcom found that the programme was unlikely to have left viewers with an unfair impression of Mr Greenstein and the programme maker's editing of Mr Greenstein's interview did not result in unfairness to him.

Taking into account Head (i) and (ii) of the Decision, Ofcom concluded that the programme as broadcast did not portray Mr Greenstein in an unfair way.

**Accordingly Ofcom has not upheld Mr Greenstein's complaint of unfair treatment.**

## **Complaint by Mrs Zartash-Lloyd**

*A Place in the Sun: Home or Away, Channel 4, 4 May 2007*

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**Summary:** Ofcom has not upheld this complaint of unfair treatment and unwarranted infringement privacy in the making and broadcast of the programme.

This edition of the property programme *A Place in the Sun: Home or Away* included footage of the Cortijo-Valverde guest house, a property and business which is owned by the complainant, as an illustrative example of the type of properties which could be bought in southern Spain. Mrs Zartash-Lloyd neither appeared nor was named in the programme, although as noted above her property was included.

Ofcom found as follows:

Mrs Zartash-Lloyd was not treated unfairly in the programme because irrespective of whether or not the programme had made it clear that the property was no longer for sale the editorial decisions with regard to the material facts about the property would not have adversely affected viewers' opinions of the complainant or her actions in a way which was unfair.

Mrs Zartash-Lloyd did not have a legitimate expectation of privacy in either the making or the broadcast of the programme because the consent to film, and to broadcast, the property had been valid at the time of filming and the programme as broadcast had not included anything of a specifically personal nature to the complainant.

### **Introduction**

On 4 May 2007, Channel 4 broadcast an edition of *A Place in the Sun: Home or Away*. This is a property programme in which two presenters show two participants (for example, a couple or siblings), who are looking for a property to buy, several properties matching their criteria: some in the UK and some abroad. The programme also includes a few illustrative examples of other properties for sale in the two locations featured. This edition looked at properties in Kent and in southern Spain. As well as the three properties which the participants visited in Spain, the programme showed two other properties for sale, one of which was a guesthouse on the edge of the Ardales National Park. This guest house was Cortijo Valverde, a property and business which is owned by the complainant (Mrs Caroline Zartash-Lloyd) and her husband. Mrs Zartash-Lloyd neither appeared nor was named in the programme.

Mrs Zartash-Lloyd complained to Ofcom that she was treated unfairly in the programme as broadcast and that her privacy was unwarrantably infringed in both the making and the broadcast of the programme.

### **The Complaint**

#### **Mrs Zartash-Lloyd's case**

In summary, Mrs Zartash-Lloyd complained that she was treated unfairly in the programme as broadcast in that:

- a) The programme was misleading and unfairly portrayed her business in that it did not make it clear to viewers that filming had taken place in Spring 2006

(over a year before broadcast) and that therefore the property was no longer for sale and the guesthouse was open. By way of background to her complaint Mrs Zartash-Lloyd submitted e-mails which had been sent to her by two of the programme's viewers. The first viewer had enquired whether she could come to look at the property with a view to potentially purchasing it and the second had expressed concern that his booking to stay at the guest house would be affected by the property being for sale.

In summary, Mrs Zartash-Lloyd complained that her privacy was unwarrantably infringed in the making of the programme in that:

- b) The property was filmed without valid consent. By way of background Mrs Zartash-Lloyd said that while Channel 4 claimed that the production company had secured consent from the property's former owners this consent was not valid. Filming took place on 12 April 2006 which was five days after the complainant and her husband had secured a "binding agreement" to purchase the property by transferring a deposit to the now former owners. This agreement rendered the consent to film the property, and subsequently to broadcast that film, invalid.

In summary, Mrs Zartash-Lloyd complained that her privacy was unwarrantably infringed in the broadcast of the programme in that:

- c) The property was broadcast without valid consent. By way of background Mrs Zartash-Lloyd said that neither the production company nor Channel 4 dealt appropriately with her request that the property not be included in the programme. She stated that her purchase of the property was completed on 7 July 2006 and that she had contacted the production company and Channel 4 to request that her property not be included in the programme in November 2006 (the month during which she had understood the programme would be broadcast). The complainant explained that, while the production company had acknowledged her request, it told her that it was not willing to change the content of the programme. She added that Channel 4 had not responded to her request.

Furthermore, Mrs Zartash-Lloyd said that the programme did not follow the conditions she subsequently laid down when she negotiated with Channel 4 to allow it to include her property in the broadcast of the programme. Mrs Zartash-Lloyd said that having not received a response to her earlier request that her property be removed from the programme before broadcast, she contacted Channel 4 again on 13 November 2006. She said that she offered to let the broadcaster include her property in the programme on the understanding that: the programme would be broadcast in November 2006; that the broadcaster would make the full facts of the situation clear (i.e. that the property was no longer for sale and that the guest house was open); and, that all enquires from viewers would be passed on to the complainant and her husband and not to the previous owners. Mrs Zartash-Lloyd complained that despite including her property Channel 4 had not done any of these things.

#### **Channel 4's case**

In summary Channel 4 responded to Mrs Zartash-Lloyd's complaint as follows:

- a) In response to the complaint regarding the unfair portrayal of the business, Channel 4 outlined the format of the programme. In particular, it noted that

towards the end of each programme, before the house hunting participants indicate which location or house (if any) they have decided to pursue, it includes a 'Hot Properties' segment to give viewers an idea of the range of properties available in the two locations featured. Cortijo Valverde ("the property") was featured as the top of the range overseas property in this segment of the edition of the programme broadcast on 4 May 2007.

Channel 4 noted that the nature of the property market meant that most, if not all, the properties featured in the series of Place in the Sun programmes were no longer for sale at the time the programmes were broadcast. It suggested that viewers were familiar with this type of format; that the properties included were representative; and, that the programmes did not actively try to sell the properties featured (for example, no on screen contact details or exact locations were given).

The broadcaster also noted that, notwithstanding the presenter's use of the present tense in the 'Hot Properties' segment of the programmes, it believed that viewers understood that these references were to the time when filming took place. The broadcaster also argued that viewers understood that in general filming of the Place in the Sun series of programmes took place some time before broadcast because it was often the case that the season shown in a programme was at odds with the season during which it was broadcast.

With regard to this specific edition of the programme Channel 4 noted that the fact that filming had taken place a year before broadcast was made clear by the following on screen note at the beginning of the credits: "exchange rates calculated Spring 2006".

Channel 4 also argued that given that nearly 4,000 properties had been featured in the Place in the Sun programmes, if viewers had not understood that the properties featured were unlikely still to be for sale at the time of broadcast, it would have expected to have received more than just this one complaint about this issue.

The broadcaster also outlined the actions it had taken as a gesture of goodwill following its receipt of the complaint after the broadcast.

It had included the following statement at the start of the next edition of the programme: "*For viewers of last week's show we'd just like to point out that the Cortijo Valverde Hotel was snapped up by new owners last year and so is no longer for sale*". It had included a similar clarification on the programme's website for three weeks after this edition was broadcast and, it had not repeated this edition of the programme and undertaken to re-edit the 'Hot Properties' segment before it considered doing so.

Channel 4 indicated that although it thought that the broadcast had made it sufficiently clear that the programme had been filmed in Spring 2006 it had now introduced a re-worded line in the credits citing the date of both the exchange rate and property prices used in each edition.

Given the factors noted above Channel 4 did not consider that the programme had misled viewers or unfairly portrayed the complainant's business.

- b) In response to the complaint of unwarranted infringement of privacy in the making of the programme Channel 4 argued that it had consent from the owners of the property at the time filming took place.

Channel 4 explained its belief that the purchase of property in Spain involves three stages:

- Pre-exchange – a reservation deposit is paid by the potential buyer. At this point a vendor can withdraw from the sale but will have to refund the deposit and a further amount equal to the initial deposit.
- Exchange – a private contract is formed between the vendor and the buyer.
- Completion – the vendor assigns the property to the buyer in the presence of a notary.

It also argued that under Spanish civil law, ownership of a property does not pass from the vendor to the buyer until the date of completion and that prior to this point, the buyer has a 'right to buy' but is not in law considered to be the owner.

The broadcaster explained that filming took place on 12 April 2006 and that the production company obtained a signed location release from the then owners. It asserted that neither during nor after the filming was either the production company or Channel 4 informed of a binding agreement between the then owners of the property and the complainant and her husband.

Channel 4 stated that on 30 October 2006 the production company (following its normal pre-broadcast practice of contacting the person responsible for listing a featured property) telephoned the owner of the property. The broadcaster noted that during this conversation the production company discovered that the new owners (the complainant and her husband) did not want the property to be included in the programme. Channel 4 also noted that the production company had explained to the new owners that when it had obtained valid consent at the time of filming (as in this case) its policy was not to withdraw properties from the programme.

Channel 4 added that at no time had the Assistant Producer at the production company agreed to alter the programme to add the words "this property has now been sold" as the complainant contended was the case. The broadcaster also noted that because the production company had valid consent for the inclusion of the property it did not forward the complaint to Channel 4 at this stage.

Channel 4 indicated that the complainant had contacted it via e-mail on 8 May 2007 (4 days after the broadcast). The broadcaster explained that in this e-mail the complainant said that she and her husband had signed a contract with the previous owners of the property in May 2006. The broadcaster noted that from this e-mail it was apparent that at this point the complainant was under the impression that the filming had taken place in May 2006.

Channel 4 also explained that notwithstanding the complainant's claim that she had contacted it on 13 November 2006 its logs did not show that it had received an email from Mrs Zartash-Lloyd on any date between 13 and 30 November 2006.

The broadcaster argued that it had been legitimately entitled to include the property in the programme. However, it explained that in an effort to take practical steps to resolve the issue and as a gesture of goodwill it had: assured the complainant that the programme would not be repeated in its present form until the matter was resolved; and, offered to make it clear on air and via its website that the property was no longer for sale.

Channel 4 explained that on 11 May 2007 it had received an e-mail from the complainant in which she indicated that she was not content with this offer and informed Channel 4 that at the time of filming she and her husband were the owners of the property and that funds for the deposit had been transferred on 7 April 2007.

Channel 4 argued that it was not clear whether the second stage of purchase (i.e. the contract) had been entered into by 12 April 2006; but, that on the complainant's own admission completion, and accordingly transfer of ownership, had not taken place until July 2006, approximately three months after filming.

In light of this Channel 4 believed that the production company had had valid consent from the owners of the property to film and that no infringement of the subsequent owner's privacy took place in the making of the programme.

- c) Channel 4 denied that it had unwarrantably infringed Mrs Zartash-Lloyd's privacy in broadcasting the programme.

As noted in its response to head b) above, Channel 4 argued that the consent to film the property was valid and indicated that the production company had not contacted it regarding the complainant's request (in November 2006) that her property should be removed from the programme. Channel 4 also argued that given that the production company had had valid consent to film it had not been incumbent on it to remove the property from the programme before broadcast. The broadcaster stated that this principle was very important particularly for programmes like this one which would be likely to be broadcast repeatedly.

The broadcaster reiterated that it had no record of having been contacted directly by the complainant in November 2006. It added that having subsequently seen a copy of the 13 November 2006 e-mail sent by the complainant, it was clear that the complainant had not asked Channel 4 (as opposed to the production company) to remove the property from the programme.

Channel 4 argued that, notwithstanding the fact that it had not received this e-mail, and therefore had not negotiated with the complainant about the wording to be included in the programme, its position remained that any negotiation would have been entered into purely as a gesture of goodwill and not from a need to correct a material misrepresentation of the facts.

## **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 in 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.

The case was considered by Ofcom's Executive Fairness Group. In reaching its decision, the Group considered a copy of the programme, the programme transcript, and each party's written submissions (which included correspondence between the complainant and both the production company and the broadcaster; e-mails sent to

the complainant by two people who watched the programme; and, a copy of a signed location release form for filming Cortijo Valverde).

- a) Ofcom first considered the complaint that the programme had unfairly portrayed Mrs Zartash-Lloyd's property and business because it did not make it clear to the viewer that filming had taken place in Spring 2006 (over a year before broadcast) and that therefore the property was no longer for sale and the guesthouse was open.

Ofcom had particular regard to whether the production company's actions ensured that the programme as broadcast avoided unjust or unfair treatment of individuals, as set out in Rule 7.1 of the Code, and whether Channel 4 had taken reasonable care to satisfy itself that material facts had not been presented, disregarded or omitted in a way that was unfair to an individual or organisation (as outlined in Practice 7.9 of the Code).

Ofcom viewed the section of the programme in which the property was featured. It noted that the images of the property included: an external view of the main house; some views of the garden; a view of a bedroom inside one of the casitas (guest houses which are available to rent by holiday makers); and, an external view of the casitas.

It also considered the commentary voiced over these images:

Presenter: *"Or your investment in this guest house in Antequera could be smelling of roses by next Spring...or wisteria, or sweet peas, or daisies. No need for air freshener, the perfume is all natural. Your paying punters all add to the sweet smell of success and you'd need to keep them sweet. It's on the market for £950,000."*

Ofcom recognised that the property had been for sale at the time of filming but not at the time of broadcast. It noted that by way of background Mrs Zartash-Lloyd had submitted e-mails from two viewers who had apparently come to the mistaken conclusion that the property was still for sale at the time the programme was broadcast.

Ofcom noted that the programme followed a well-established format. Ofcom also observed that the circumstances of this programme, whereby the situation as explained at the time of filming was no longer the same as that at the time of broadcast were common to many lifestyle programmes and particularly those which focus on purchasing properties. In light of this, Ofcom considered that viewers would have understood that the properties featured on the programme might well not still have been for sale at the time the programme was broadcast.

In any event, taking into account the above factors and having closely considered the programme as broadcast, Ofcom did not observe anything within its treatment of the property which was capable of resulting in unfairness to the complainant for example by adversely affecting viewer's opinions of the complainant or her actions. Therefore, it found that Mrs Zartash-Lloyd had not been treated unfairly.

Ofcom did not uphold this head of complaint.

- b) Ofcom then considered the complaint that the complainant's privacy had been unwarrantably infringed in the making of the programme because the property was filmed without valid consent.

Ofcom took particular account of the obligation within the Code which states that "any infringement of privacy in programmes, or in connection with obtaining material included in programmes, must be warranted" (Rule 8.1). The Code also explains that an individual's "legitimate expectations of privacy will vary according to the place and nature of the information, activity or condition in question". Ofcom also took particular account of Practice 8.5 of the Code which states that "any infringement of privacy in the making of a programme should be with the person's and/or organisation's consent or be otherwise warranted".

With regard to this head of complaint, Ofcom first considered whether Mrs Zartash-Lloyd had a legitimate expectation of privacy in the circumstances of the making of the programme.

Ofcom recognised that the property featured in the programme is now the location of the complainant's home and that this would generally confer a legitimate expectation of privacy. It also noted that at the time of filming (12 April 2006) the complainant had entered into what she described within the background correspondence to her complaint as a binding private agreement for purchase of the property. This included the payment of a deposit to the then owners of the property on 7 April 2006 (5 days before filming). However, Ofcom also observed that Mrs Zartash-Lloyd had acknowledged within her complaint that completion (i.e. the transfer of the property into her and her husband's names) had not occurred until 7 July 2006 (nearly three months after filming).

Ofcom also noted that at the time of filming the production company had secured a signed location release form from the then owners of the property.

Ofcom recognised that the complainant might have wished that the then owners of the property had disclosed this agreement with the production company to her during the course of their contractual negotiations. Nonetheless, Ofcom considered that the location release form constituted a valid consent for the production company to film the property.

Ofcom is not a fact finding tribunal and as such it is not required to resolve conflicts of evidence as to the nature or accuracy of particular accounts of events but to adjudicate on whether the complainant has been treated unfairly in the programme as broadcast and/or its privacy unwarrantably infringed in the making of the programme or the programme as broadcast. In this case, notwithstanding other conflicting accounts of events, Ofcom observed that from the submissions made to it, it appeared that both parties agreed that the sale of the property to Mrs Zartash-Lloyd was completed in July 2006. Taking this and the location release form into account, Ofcom considered that at the time of filming the property had not been owned by the complainant and that the then owner had given consent for filming to take place. In light of this, Ofcom concluded that the complainant had not had a legitimate expectation of privacy in the making of the programme.

Ofcom therefore found that there was no infringement of Mrs Zartash-Lloyd's privacy and did not go on to consider the question of whether any infringement was warranted.

Ofcom did not uphold this head of complaint.

- c) Ofcom then considered the complaint that the complainant's privacy had been unwarrantably infringed in the broadcast of the programme because the property was filmed without valid consent.

Ofcom took particular account of Rule 8.1 of the Code which indicated that infringement of privacy must be warranted (see head b) above) as well as Practice 8.6 which states that "If the broadcast of a programme would infringe the privacy of a person or organisation, consent should be obtained before the relevant material is broadcast, unless the infringement of privacy is warranted".

With regard to this head of complaint, Ofcom first considered whether Mrs Zartash-Lloyd had a legitimate expectation of privacy in the in the circumstances of the broadcast of the programme.

As noted under the decision at head b) above, Ofcom observed that the production company had had valid consent to film the property.

It also observed that consent to film generally extends to include consent to broadcast. It noted that on occasion the ownership of a property which is included in a programme, particularly a programme which might be broadcast repeatedly, could well have altered by the time the initial or subsequent broadcast of the programme takes place.

With regard to this specific case, Ofcom noted that the ownership of the property had changed in July 2006 (three months after filming and ten months prior to broadcast). However, it also recognised that in itself the change of ownership of the property had not invalidated the original consent to broadcast which was implicit in the valid consent to film.

Ofcom acknowledged that the new owner of a property, filmed with valid consent given by a previous owner, might be concerned to see the property that they now own included within a broadcast programme. However, it considered that this concern would not in itself equate to a legitimate expectation of privacy on the part of the new owner.

In light of this, Ofcom went on to consider whether any aspect of the treatment of the property in this case would have rendered the consent to broadcast invalid.

Ofcom noted that the programme's featuring of the property did not link it to the complainant. It observed that neither Mrs Zartash-Lloyd nor her husband was referred to within the programme and that no belongings that were personal to them were shown because at the time of filming they had not owned the property. Moreover, Ofcom noted that the programme as broadcast included only an outside view of the main house, parts of the garden, the inside of one of the casitas and an outside view of several of the casitas. Given that the casitas were available for renting by holiday makers (and that internal views of them could be viewed via the guest house website) and that all the other views were external Ofcom did not consider that the treatment of the property in the programme contained anything of a specifically personal nature to the complainant.

Taking into account the fact that the production company had had valid consent to film the property (and thereby implicit consent to broadcast what it filmed) and that nothing of a specifically personal nature to the complainant was included in the

programme as broadcast Ofcom concluded that the complainant had not had a legitimate expectation of privacy in the broadcast of the programme.

Ofcom therefore found that there was no infringement of Mrs Zartash-Lloyd's privacy and did not go on to consider the question of whether any infringement was warranted.

Ofcom did not uphold this head of complaint.

**The complaints of unfair treatment and unwarranted infringement of privacy were not upheld.**

## Other Programmes Not in Breach/Out of Remit

22 April to 6 May

Programme	Trans date	Channel	Category	No of Complaints
A Girl's Guide to 21st Century Sex	24/04/2008	Five	Sex/Nudity	1
A Girl's Guide to 21st Century Sex	17/04/2008	Five	Sex/Nudity	1
Afternoon Live with Kay Burley	20/03/2008	Sky News	Undue Prominence	1
All Star Mr & Mrs	26/04/2008	ITV1	Generally Accepted Standards	12
Allan Beswick	09/04/2008	BBC Radio Manchester	Crime (incite/encourage)	1
Animals do the Funniest Things	19/04/2008	ITV1	Other	1
Antiques Roadshow	11/03/2007	UKTV History	Advertising	1
Ant & Dec's Saturday Night Takeaway	23/02/2008	ITV1	Animal Welfare	1
Army Careers advertisements	18/03/2008	Planet Rock	Due Impartiality/Bias	1
BBC Breakfast News	28/04/2008	BBC1	U18's in Programmes	1
BBC News	29/04/2008	BBC1	Crime (incite/encourage)	1
BBC News	25/04/2008	BBC1	Other	1
BNP Party Election Broadcast	21/04/2008	ITV1	Religious Offence	1
BNP Party Election Broadcast	21/04/2008	ITV1	Generally Accepted Standards	2
Balls of Steel	25/04/2008	Channel 4	Generally Accepted Standards	2
Bear Grylls: Born Survivor	20/04/2008	Channel 4	Animal Welfare	1
Beat the Star	20/04/2008	ITV1	Animal Welfare	2
Beat the Star	27/04/2008	ITV1	Generally Accepted Standards	2
Bedtime Hour Story	18/04/2008	CBeebies	Offensive Language	1
Ben TV	29/02/2008	Ben TV	Inaccuracy/Misleading	1
Big Brother 8	31/05/2007	Channel 4	Generally Accepted Standards	1
Born Survivor: Bear Grylls	27/04/2008	Channel 4	Animal Welfare	1
Breakfast	04/04/2008	Radio Lancashire	Generally Accepted Standards	3
Bremner, Bird and Fortune	13/04/2008	Channel 4	Offensive Language	3

Bremner, Bird and Fortune	13/04/2008	Channel 4	Generally Accepted Standards	3
Britain's Got Talent	19/04/2008	ITV1	Offensive Language	1
Britain's Got Talent	26/04/2008	ITV1	Offensive Language	1
Britain's Got Talent	19/04/2008	ITV1	Sex/Nudity	1
Britains Got More Talent	26/04/2008	ITV2	Substance Abuse	1
Celebrity Come Dine With Me	10/04/2008	Channel 4	Generally Accepted Standards	1
Celebrity Fishtank	16/04/2008	Wyvern FM	Religious Offence	1
Celtic v Rangers	27/04/2008	Setanta Sports 1	Generally Accepted Standards	1
Chanelle Hayes "I Want It"	05/04/2008	MTV Hits	Sex/Nudity	4
Channel 4 News	16/04/2008	Channel 4	Inaccuracy/Misleading	1
Channel 4 News	15/04/2008	Channel 4	Sex/Nudity	1
Christian O'Connell	30/04/2008	Virgin Radio	U18's in Programmes	1
Coronation Street	28/04/2008	ITV1	Generally Accepted Standards	1
Coronation Street	11/04/2008	ITV1	Animal Welfare	1
Cutting Edge: Strictly Baby Fight Club	24/04/2008	Channel 4	U18's in Programmes	16
Cutting Edge: Strictly Baby Fight Club	24/04/2008	Channel 4	Other	1
Deal or No Deal	23/04/2008	Channel 4	Sex/Nudity	1
Des mein Nikla Hoga Chand	21/04/2008	Star Plus	Inaccuracy/Misleading	1
Dickinson's Real Deal	22/04/2008	ITV1	Use of Premium Rate Numbers	1
Dickinson's Real Deal	22/04/2008	ITV1	Competitions	1
E4 trailer	10/04/2008	Channel 4	Substance Abuse	1
ER	19/04/2008	Channel 4	Sex/Nudity	1
Eastenders	28/04/2008	BBC1	Animal Welfare	1
Eastenders	28/04/2008	BBC1	Violence	2
Eastenders	14/04/2008	BBC1	Sex/Nudity	1
Eastenders	18/04/2008	BBC1	Sex/Nudity	5
Eastenders	17/04/2008	BBC1	Sex/Nudity	2
Eastenders	27/04/2008	BBC1	Generally Accepted Standards	1
Eastenders	25/04/2008	BBC1	Generally Accepted Standards	1
Embarrassing Bodies	01/05/2008	Channel 4	Generally Accepted Standards	1
Emmerdale	17/04/2008	ITV1	Generally Accepted Standards	1
English Democrat PEB	11/04/2008	ITV1	Generally Accepted Standards	4

Entertainment News	13/04/2008	BBC News 24	Other	1
Extraordinary People: Half Man Half Tree	20/04/2008	Five	Generally Accepted Standards	1
Five News	07/04/2008	Five	Generally Accepted Standards	1
Football Focus	19/04/2008	BBC1	Crime (incite/encourage)	1
Foyle's War	13/04/2008	ITV1	Generally Accepted Standards	1
Fresh Metal	03/04/2008	Rockworld TV	Offensive Language	1
Friday Night with Jonathan Ross	25/04/2008	BBC1	Generally Accepted Standards	2
GMTV	29/04/2008	ITV1	Sex/Nudity	1
Glamour Girls	21/04/2008	BBC Three	Sex/Nudity	3
Global Players	24/02/2008	CNBC Europe	Undue Prominence	1
Golden Balls	05/05/2008	ITV1	Crime (incite/encourage)	1
Goldenballs	05/05/2008	ITV1	Other	1
Good Morning Ulster	07/04/2008	Radio Ulster	Generally Accepted Standards	1
Graham Norton Uncut	27/04/2008	BBC2	Generally Accepted Standards	1
Gurmat Vichar	03/04/2008	Sukh Sagar Radio	Religious Offence	1
Hannity and Colmes - Hannity's America	19/04/2008	Fox News	Due Impartiality/Bias	1
Harveys Sponsorship of Coronation St	-	ITV1	Generally Accepted Standards	1
He Kills Coppers (trailer)	23/03/2008	ITV1	Violence	1
Headcases	13/04/2008	ITV1	Generally Accepted Standards	1
Headcases	20/04/2008	ITV1	Generally Accepted Standards	2
Heartbeat	23/03/2008	ITV1	Violence	1
Heroes (trailer)	23/04/2008	BBC1	Violence	1
Hider in the House	16/04/2008	BBC2	Dangerous Behaviour	1
Hollyoaks	17/04/2008	Channel 4	Generally Accepted Standards	1
Hollyoaks	23/04/2008	Channel 4	Substance Abuse	3
Hollyoaks	-	Channel 4	Generally Accepted Standards	1
Homes Under The Hammer	25/04/2008	BBC1	Inaccuracy/Misleading	1
How to Look Good Naked	-	Channel 4	Sex/Nudity	1

How to Look Good Naked	-	Channel 4	Generally Accepted Standards	1
I Know My Kid's A Star (trailer)	09/04/2008	VH1	Generally Accepted Standards	1
I Know My Kid's A Star (trailer)	10/04/2008	MTV	Generally Accepted Standards	1
ITV Football Match Trailer	-	ITV1	Crime (incite/encourage)	4
ITV News	29/04/2008	ITV1	Other	1
ITV News	25/04/2008	ITV1	Due Impartiality/Bias	2
Ideal	24/04/2008	BBC2	Violence	1
Immigration: The Inconvenient Truth (Trailer)	13/04/2008	Channel 4	Generally Accepted Standards	2
Immigration: the Inconvenient Truth	14/04/2008	Channel 4	Crime (incite/encourage)	1
James O'Brien (trailer)	16/04/2008	LBC 97.3FM	Generally Accepted Standards	1
Jeremy Vine	16/04/2008	BBC Radio 2	Generally Accepted Standards	1
Jeremy Vine	16/04/2008	BBC Radio 2	Crime (incite/encourage)	3
Jeyes sponsorship of The Bill		ITV1	Generally Accepted Standards	2
Jo Whiley	16/04/2008	BBC Radio 1	Generally Accepted Standards	1
Katie & Peter: the Next Chapter	10/04/2008	ITV2	Sex/Nudity	1
Keith Lemmons World Tour	15/04/2008	ITV2	Generally Accepted Standards	1
Laura, Ben and Him	08/04/2008	ITV2	Generally Accepted Standards	1
Law In Action	18/03/2008	BBC Radio 4	Generally Accepted Standards	1
Lily Allen and Friends	01/04/2008	BBC3	Generally Accepted Standards	1
Live Premier League Football	23/03/2008	Sky Sports 1	Offensive Language	1
Look Away Now	09/04/2008	BBC Radio 4	Sex/Nudity	1
Loose Women	25/03/2008	ITV1	Competitions	1
MATV		MATV	Other	1
Martin Coogan Show	04/04/2008	96.2 The Revolution	Generally Accepted Standards	1
Melvin Bragg's Travels in Written Britain	13/04/2008	ITV1	Inaccuracy/Misleading	1
Meridian News	11/03/2008	ITV1 (Meridian)	Inaccuracy/Misleading	1
Most Haunted Live: Satan's City	29/03/2008	Living	Advertising	1
My Big Fat Moonie Wedding	05/12/2007	Channel 4	Generally Accepted Standards	127

My Family	11/04/2008	BBC1	Offensive Language	1
My Super Sweet 16 UK	21/03/2008	MTV	Substance Abuse	1
New Tricks	18/04/2008	UKTV Gold	Animal Welfare	1
News	28/04/2008	France 24	Generally Accepted Standards	1
News	08/04/2008	ITV1 & C4	Inaccuracy/Misleading	1
News at Ten	24/04/2008	ITV1	Due Impartiality/Bias	1
News at Ten	14/04/2008	ITV1	Due Impartiality/Bias	1
Newsnight	22/04/2008	BBC2	Generally Accepted Standards	1
On the Ropes	08/04/2008	BBC Radio 4	Offensive Language	1
Paul O'Grady	17/04/2008	Channel 4	Generally Accepted Standards	1
Prank Patrol	29/01/2008	BBC1	Generally Accepted Standards	1
Pulling	06/04/2008	BBC3	Animal Welfare	14
Quiz Call	17/04/2008	Five	Competitions	1
Quiz Call	17/04/2008	Five	Competitions	1
Right of Passage	06/04/2008	Fight Network	Violence	1
Road Wars	16/04/2008	Sky 3	Generally Accepted Standards	1
Scrubs	23/04/2008	E4	Other	1
Search for the Truth	31/03/2008	Noor TV	Other	1
Sexcetera	23/04/2008	Virgin 1	Sex/Nudity	1
Soccer AM	19/04/2008	Sky Sports 1	Generally Accepted Standards	2
Street Wars	02/04/2008	Sky 3	U18's in Programmes	1
Strictly Baby Fight Club (pre tx)	24/04/2008	Channel 4	Generally Accepted Standards	1
Sunday Live with Adam Boulton	20/04/2008	Sky News	Generally Accepted Standards	1
Taxidermia	19/04/2008	Film4	Generally Accepted Standards	1
The Apprentice	30/04/2008	BBC1	Generally Accepted Standards	21
The Apprentice	16/04/2008	BBC1	Generally Accepted Standards	1
The Brit Awards 2008	20/02/2008	ITV1	Offensive Language	1
The British Academy Television Awards	20/04/2008	BBC1	Generally Accepted Standards	4
The Christian O'Connell Breakfast Show	22/04/2008	Virgin Radio	Sex/Nudity	1
The Doctor Who Hears Voices	21/04/2008	Channel 4	Generally Accepted Standards	1
The Friday Night Project	25/04/2008	Channel 4	Generally Accepted Standards	1

The Friday Night Project	18/04/2008	Channel 4	Religious Offence	3
The Graham Norton Show	24/04/2008	BBC2	Generally Accepted Standards	3
The Graham Norton Show	17/04/2008	BBC2	Generally Accepted Standards	2
The Great Global Warming Swindle	08/03/2007	Channel 4	Inaccuracy/Misleading	1
The Jeremy Vine Show	16/02/2004	BBC Radio 2	Generally Accepted Standards	1
The Most Annoying Pop Songs	18/04/2008	BBC3	Religious Offence	1
The National Lottery: 1 vs 100	19/04/2008	BBC1	Competitions	1
The Passion	23/03/2008	BBC1	Generally Accepted Standards	1
The Paul O'Grady Show	18/04/2008	Channel 4	Offensive Language	3
The Paul O'Grady Show	14/04/2008	Channel 4	Animal Welfare	2
The Paul O'Grady Show	17/04/2008	Channel 4	Crime (incite/encourage)	6
The Paul O'Grady Show	25/04/2008	Channel 4	Sex/Nudity	1
The Water Rats	10/04/2008	FX Channel	Offensive Language	1
The Wickes Weekend Sports Breakfast	13/04/2008	Talksport	Generally Accepted Standards	1
The Wright Stuff	17/04/2008	Five	Generally Accepted Standards	1
The Wright Stuff	23/04/2008	Five	Religious Offence	1
This Morning	25/04/2008	ITV1	Generally Accepted Standards	4
This Morning	21/04/2008	ITV1	Generally Accepted Standards	1
Tom Robinson	29/04/2008	BBC 6 Music	Offensive Language	1
Tommy Boyd Breakfast Show	09/04/2008	Original 106	Generally Accepted Standards	1
Tonight: Can Tesco Conquer America?	08/02/2008	ITV1	Due Impartiality/Bias	1
Traffic Cops	16/04/2008	BBC1	Offensive Language	1
Trailer for ITV.com	09/04/2008	ITV2	Generally Accepted Standards	1
Travel News sponsorship		GWR Wiltshire	Inaccuracy/Misleading	1
True Stories: Living Goddess	15/04/2008	More4	Violence	1
UEFA Cup Live	10/04/2008	ITV4	Flashing images	1
Urban TV		Urban TV	Generally Accepted Standards	1
Waking the Dead	15/04/2008	BBC1	Substance Abuse	1

Washes Whiter	06/04/2008	BBC4	Generally Accepted Standards	1
World's Wackiest Sports	08/04/2008	TMF	Generally Accepted Standards	1
Yell sponsorship of C4 Films	12/04/2008	Channel 4	Generally Accepted Standards	1
You've Been Framed	20/04/2008	ITV1	U18's in Programmes	1