

Mr Mark Kisby v Loaded

Clauses noted: 1, 3

Mr Mark Kisby of Cambridgeshire complained to the Press Complaints Commission that an article headlined "At home with Michael Carroll", published in Loaded in February 2006 was inaccurate and misleading in breach of Clause 1 (Accuracy) and contained a photograph of him which intruded into his private life in breach of Clause 3 (Privacy) of the Code.

The Commission found that there had been a breach of Clause 3 of the Code, but considered that the editor's offer to remedy the matter was sufficient. No further action was therefore required.

The article was a feature on millionaire "lottery lout" Michael Carroll and included a picture of him withdrawing £15,000 from his local bank. The complainant was the cashier at the branch and was included in the picture. He had not consented to his photograph being taken or published. The complainant considered that the publication of his image intruded into his private life and could have led to security problems for him and his family.

The magazine said that the complainant represented the public face of a high street bank and could not therefore have any expectation of having his identity concealed. It did not agree that the publication of the photograph could have had any effect on his or his family's safety or security. Nonetheless it accepted that it did not have permission to publish the photograph and offered to publish an apology for any distress which may have been caused.

Adjudication

Clause 3 states that it is unacceptable to photograph individuals in private places without consent, making clear that a private place is either public or private property in which there is a reasonable expectation of privacy.

The Commission has previously ruled that publicly accessible places such as restaurants, hotels and offices can be those in which a person would have a reasonable expectation of privacy. In this instance, it was clear to the Commission that the publication of a photograph of the complainant in his workplace without permission was a breach of Clause 3. Nonetheless, in the circumstances – given the innocuous nature of the photograph – the Commission decided that the magazine's offer of an apology which acknowledged its error represented sufficient and proportionate remedial action on its part.

The complainant also said that the name of the branch was incorrect and that Mr Carroll could not drive up to the bank in a limousine as the area was pedestrianised. In addition, the inclusion of the photograph made it appear that the complainant and Mr Carroll were friends, which was not the case.

In the Commission's view, none of the inaccuracies outlined by the complainant were significant in the context of the article when read as a whole. In addition, it did not agree that the article gave the impression that the complainant was friendly with Mr Carroll. There was no breach of Clause 1 on these issues.

Relevant rulings

MacQuarrie v Scotland on Sunday, 1999
Tunbridge v Dorking Advertiser, 2002

Adjudication issued 28/04/2006