

Mr John Forrester v Sunday Mail

Clauses noted: 1, 3, 4, 10

Mr John Forrester complained to the Press Complaints Commission that an article published in the Sunday Mail on 12 August 2007 headlined 'Sleazy sir's sex shows' contained inaccuracies in breach of Clause 1 (Accuracy) and intruded into his private life in breach of Clause 3 (Privacy). He also raised concerns under Clause 4 (Harassment) and Clause 10 (Clandestine devices and subterfuge) of the Code of Practice.

Following an offer of remedial action by the newspaper, no further action was required under Clause 1 (Accuracy). The other complaints were not upheld.

The article reported that the complainant – a former teacher who was engaged to, and had a child with, an ex-pupil – performed a weekly entertainment spot at the Sapphire Club in Aberdeen.

The complainant said that there were a number of inaccuracies in the piece. For instance, his cabaret act was not a 'sex show', but rather a performance of risqué comedy, and he had not been 'forced to quit' his post at Kincorth Academy, as his relationship did not become public knowledge until after his resignation.

The complainant also said that the coverage, particularly the publication of photographs of him at the club, had intruded into his private life. He would not have given consent for the photographs to be taken had he known how they would be used. Moreover, the reporter had not revealed her identity when she spoke to him at the club. He also alleged that journalists had repeatedly harassed him and his fiancée since 2005.

The newspaper disputed this as the complainant had not been the subject of any investigation for two years. It denied that the photograph of him at the club intruded into his privacy, pointing out that he could not expect privacy while performing cabaret for the amusement of members of the public. In relation to the complaint of inaccuracy, the newspaper offered the complainant the opportunity to set out his views in a published letter, while arguing that the article was a fair and accurate reflection of the circumstances.

The complainant agreed to resolve his complaint through the publication of a letter, and a wording was agreed between the parties through the Commission. However, having made the offer, the newspaper changed its mind about the wording it was prepared to publish. The complainant rejected the revised offer that it made.

Adjudication

While the burden of the story – that the complainant had taken to performing in a club – was not in dispute, there were one or two details which it was right for the complainant to have the opportunity to clarify. Specifically, these were the description of the act as a 'sex show' and the precise circumstances of his departure from Kincorth Academy. The Commission considered that the offer of a letter – and the final text put forward by the newspaper – was a proportionate and adequate response to this part of the complaint.

That said, the Commission was disappointed with the manner in which the newspaper had approached the negotiations on how to resolve the matter. It had agreed a wording for the letter that would have satisfied the complainant only for it to retract the offer for no particular reason once the complainant agreed to it. This was highly unusual. The Commission – which has only recently censured the paper for bad practice in relation to its handling of another case – does not expect this approach to be repeated.

But as the revised offer still covered the points under dispute, the Commission considered that no further action on the complaint under Clause 1 would be necessary. Other objections made by the complainant under Clause 1 concerned insignificant matters and did not raise any breach of the Code.

The Commission then turned to the complaints under Clause 3 (Privacy) and Clause 10 (Clandestine devices and subterfuge). It did not consider that a photograph of the complainant in a nightclub where he was the entertainer, taken openly by a customer with his consent, intruded into his privacy, and there was no evidence that the journalist had sought to disguise her identity or occupation. There was no breach of either of these clauses.

Finally, the Commission could not find any evidence of a breach of Clause 4 (Harassment), despite the complainant's allegation that the paper had harassed him and his fiancée over a period of two years. The newspaper had denied the accusation, saying that he had not been the subject of any investigation over that period, and the Commission noted that there were no specific details in regard to any particular incident. In these circumstances, there were no further matters for the Commission to pursue.

Adjudication issued 29/01/2008