

FINAL ADJUDICATION

**Graham Hindson
and
The SKWAWKBOX**

Clause 1. Accuracy

1.4. Whilst free to be partisan, publishers must not misrepresent or distort the facts.

Complaint Upheld

Breach of Clause 1

Before IMPRESS Regulatory Committee A

**Conor Heaney, Cordella Bart-Stewart, Paul Herbert, Shelina Janmohamed and
Walter Merricks (Chair)**

14 May 2021

1. Summary of Complaint

- 1.1. The Complainant is Graham Hindson ("the Complainant"), a third party seeking to ensure the accuracy of published information. The Complainant has confirmed to IMPRESS that he is not an affected party or the representative of an affected party.
- 1.2. The Respondent is The SKWAWKBOX, a news website covering current affairs that has been regulated by IMPRESS since 1 October 2017.
- 1.3. The complaint concerns the accuracy of an article that first appeared on The SKWAWKBOX on 22 February 2021 with the headline, "*Video: Jeremy Corbyn shows Starmer how it's done – telling Johnson to sack Hancock and end scandal of NHS privatisation*".
- 1.4. The complaint is assessed against the IMPRESS Standards Code, the relevant clauses are:

Clause 1 (Accuracy)

1.4. Whilst free to be partisan, Publishers must not misrepresent facts or distort the facts.

2. Background

- 2.1. The article concerns former Labour leader Jeremy Corbyn who 'demand[ed] the resignation of the law-breaking Matt Hancock, after the High Court rules Hancock's awards of huge NHS contracts to Tory donors and cronies during the pandemic were unlawful.'
- 2.2. The article features an embedded video (that would not play) and states that 'Corbyn seemed to gently rub Starmer's nose in it', quoting Mr Corbyn's statement on the matter from Facebook.
- 2.3. The article concludes by stating Mr Corbyn was not the Labour leader, 'Yet in one minute's intervention he showed more Labour principles and backbone than Starmer's whole front bench.'

- 2.4. The Publisher makes the following claim regarding Mr Hancock in two subsequent articles, 'The Tories have recently been judged to have acted unlawfully in awarding contracts to their supporters and donors'.
- 2.5. The subsequent articles concern the awarding of contracts by Labour to individuals and organisations allegedly linked to Labour's acting general secretary David Evans. Though Matt Hancock was not the main subject of the stories, reference was made to him in each article:
 - 2.5.1. The article, with the headline, *'Exclusive: 'Anonyvoter' system contract awarded by Labour to Evan's 'friend of a friend' with no competitive bidding'*, that appeared on the SKWAWKBOX, on 10 March 2021. The statement was linked to the article published on 22 February 2021, the primary complained about article.
 - 2.5.2. The article with the headline, *'Exclusive: leaked report shows Labour paid general secretary Evan's old company for it – still owned by Evan's wife'*, that appeared on the SKWAWKBOX, on 23 March 2021. The statement was linked to the article published on 10 March 2021.

3. The Complaint

- 3.1. The Complainant contacted The SKWAWKBOX on 16 March 2021 and made a complaint on the grounds of Accuracy. The Complainant made further complaints about two subsequent articles that contained the alleged inaccurate statements. The Publisher rejected the original complaint and all further complaints, as it did not consider that the articles breached the IMPRESS Standards Code.
- 3.2. A full copy of correspondence between the parties was provided to the Regulatory Committee.
- 3.3. The Complainant subsequently made a complaint to IMPRESS, and after seeking clarification of the basis for the complaint, IMPRESS confirmed the substance of the complaint as follows, a full copy of which was provided to the Committee. The Complainant argues that a breach of Clause 1.4 of the IMPRESS Standards Code has occurred.

- 3.4. The Complainant considers that the Publisher misrepresented the findings of the relevant High Court case, and that this misrepresentation appeared in all complained about articles.
- 3.5. The Complainant claims that the case brought by the Good Law Project had found that the Secretary of State for Health and Social Care had acted unlawfully by not publishing details of contracts in the required timescale.
- 3.6. The Complainant states that there was no finding on the award of the contracts or regarding to whom they had been awarded, and that the statement in the complained about articles had therefore misrepresented the facts of the case.
- 3.7. In support, the Complainant refers to paragraph 2 of the court judgment, "It [the claim] does not challenge any individual procurement decision".
- 3.8. The Complainant considers that the ordinary reasonable reader would, at best, understand the claim to mean that the court had found legal irregularities in the 'awarding' of contracts, specifically to any person and/or company that was a donor to or regarded as a 'crony' of the Conservative party. The Complainant considers that, at worst, readers would understand that the contracts had somehow been awarded corruptly, particularly as the Publisher refers to people/companies who were awarded contracts as 'cronies'.
- 3.9. The Relevant Statement is:

... demand the resignation of the law-breaking Matt Hancock, after the High Court ruled Hancock's awards of huge NHS contracts to Tory donors and cronies during the pandemic were unlawful.

4. Response of Publication

- 4.1. IMPRESS invited the Publisher to provide additional information in response to the Complainant. The Publisher's response is summarised below, a full copy of which was provided to the Committee.
- 4.2. Regarding Code Clause 1.4, the Publisher does not consider that it misrepresented or distorted the facts.
- 4.3. The Publisher states that the publication of the contracts awarded, within the required timescale is an 'essential' and legally required part of the governmental process of awarding contracts. Therefore, the Publisher considers that the

Secretary of State was found to have acted unlawfully and that the complained about statement was accurate.

- 4.4. The Publisher considers that the Complainant has chosen a very narrow interpretation of the term 'awarding', and that the 'awarding' process is not over until the details are published within the legislated timescale. Furthermore, the Publisher considers that in the 'encompassing sense' of how 'awarding' is used, it is accurate to state that the court found that the Government had acted unlawfully in awarding the contracts.
- 4.5. Regarding the use of the word 'cronies', the Publisher considers that this term has already been used 'across an array of media sources'. The Publisher provided articles published in The Scottish Herald, the Metro and other publications in support of this position.
- 4.6. Moreover, the Publisher states that even if there was merit in the complaint, the proposed remedy of correction and homepage notice would be far beyond the significance of the difference in interpretations of the statement.

5. Compliance

- 5.1. The SKWAWKBOX complied with the requirements of the IMPRESS Regulatory Scheme (Paragraph 3.2.) by acknowledging the complaint within seven calendar days, issuing a final decision letter within 21 calendar days, and by informing the Complainant of his right to refer the complaint to IMPRESS.
- 5.2. The Committee reviewed the correspondence between the parties and considered that the tone of the Publisher's response to the Complainant was not to the professional standard that would be expected of a publisher regulated by IMPRESS.

6. The Committee's Finding

- 6.1. Guidance on Code Clause 1.4. states that publishers are required to ensure that the information underpinning the expression of their opinion and their 'take' on a given story is accurate. The Committee noted that the emphasis of the complained about statement was on describing the recipients of the awards in pointed terms such as "Tory donors and cronies", and that the tenor of the statement implied that the illegality concerned how and to whom the contracts had been awarded. The Committee further noted that the Publisher did not clearly distinguish that the illegality concerned the Government's failure to publish the contract award notice no later than 30 days after the award of the

contract, or that the illegality concerned the timeframe within which information concerning who the contracts were awarded to were made public. The Committee considered that the ordinary reasonable reader would understand the complained about statements to mean the High Court had found the Health Secretary Matt Hancock to have acted unlawfully with regards to how and to whom his department had awarded contracts, when the ruling applied specifically to his failure to publish details of the contracts within the required 30 day period.

- 6.2. For these reasons, the Committee considered that all of the complained about statements in the three articles misrepresented or distorted the facts regarding the findings of the High Court. The Publisher was found to have breached Code Clause 1 Accuracy.

7. Sanctions and Remedies

- 7.1. The Committee considered that a proportionate remedy for the breach would be for The SKWAWKBOX to publish a correction under the headline but above the body of the text of each of the three articles.
- 7.2. The original articles should include alongside its headline the correction for as long as the articles continue to be published on The SKWAWKBOX. The correction should read as follows:

IMPRESS directed correction of article published on The SKWAWKBOX, [Date]: In an article first published on [Date] under the headline “[headline]”, the article stated that the High Court had ruled that the Secretary of State acted unlawfully in awarding NHS contracts. An IMPRESS ruling found that the article misrepresented the findings of the High Court, and implied that the illegality concerned how and to whom the contacts were awarded and did not make clear that the illegality concerned the Secretary of State’s failure to publish notice of the contracts within the required statutory timeframe.

- 7.3. Upon receiving notice of the adjudication, the Publisher removed the complained about claim from the two subsequent articles, published on 10 March 2021 and 23 March 2021. As the inaccurate claims have been removed, there is no longer a requirement for the Publisher to include the above correction on the subsequent articles.