

Mr Rio Ferdinand v Daily Star

Clauses noted: 1

Mr Rio Ferdinand complained to the Press Complaints Commission, through Schillings solicitors, that an article published in the Daily Star on 5th April 2004 headlined "Text Pest Rio Driving Abi Nuts" was inaccurate in breach of Clause 1 (Accuracy) of the Code of Practice.

Following the offer of remedial action on the part of the newspaper, the Commission did not consider that there were any further issues to pursue under the terms of the Code.

The article claimed that the footballer Rio Ferdinand had persistently 'bombed' television presenter Abi Titmuss with telephone text messages and also that the couple had been out on three dinner dates. It was suggested that such behaviour might jeopardise his current relationship with his partner. The article was apparently based on comments from an unnamed source and quoted Ms Titmuss' spokeswoman, who dismissed the claims regarding dinner dates but confirmed the allegation of text messaging.

The complainant made clear that he had not had any contact with Ms Titmuss by text message, telephone, dinner date or otherwise. He indicated that the newspaper had made no attempt to contact his representative before the story, although it had sought the comments of representatives close to Ms Titmuss. It was also clear that the newspaper had sought to contact Ms Titmuss herself only after publication. The newspaper had, therefore, failed to take care that the article was accurate before publication.

The newspaper firstly provided the Commission with cuttings of articles from two newspapers, about which no complaint had apparently been pursued through the PCC. The first, published before the article in the Daily Star, claimed that the complainant had dated Ms Titmuss on three occasions and was 'besotted by her'; the second, published subsequently, that the complainant had been caught cheating on his partner with another woman. The newspaper then provided a signed statement from Ms Titmuss herself – in regard to which she was prepared to go on oath – in which she made clear that she had been contacted by the complainant on numerous subsequent occasions. She alleged that the complainant continued to telephone her, even after the publication of the Daily Star article and after the complaint had been lodged with the PCC. She did, however, make clear that she had not met the complainant, but had only been in telephone contact with him. Her statement concluded: 'Rio Ferdinand has continued to telephone and text me over a period of weeks in an attempt to persuade me to go out with him despite the fact that I have made it quite clear that I do not wish to do so... I would not say that his attention had been initially unwanted, but it would be true to say that his advances have been unwanted since they continued long after I made it clear to him that I was not prepared to enter into a relationship with him'. Ms Titmuss subsequently contended that she had been contacted again by the complainant as late as mid-August.

The complainant adamantly denied the contents of Ms Titmuss' statement. He pointed out that it was now accepted that he had not met up with Ms Titmuss for dinner dates and that the article was therefore inaccurate. Ms Titmuss had provided no evidence – such as telephone records – to substantiate the alleged telephone contact. In any case, even if the evidence from Ms Titmuss was accepted as true (which was not the case), it did not support the central allegation that his attention constituted 'pestering'. In fact, it was clear that she claimed to have returned his telephone calls and only considered his attentions 'unwanted' when she discovered that he had a girlfriend.

The newspaper offered to publish a statement, in which it could be made clear that the complainant denied any contact with Ms Titmuss. The proposed statement also made clear that, while she confirmed that she had not been out for dinner with the complainant, Ms Titmuss confirmed the allegation about text messages. The complainant did not consider that Ms Titmuss had confirmed

the article in that manner and wished for the newspaper to publish a clarification that accepted that the original article was incorrect.

Adjudication

It was clear to the Commission that one claim in the article – that the complainant and Ms Titmuss had been out on dinner dates – had been subsequently accepted by all sides as inaccurate. Consequently, it was incumbent upon the newspaper to offer to publish the correct position on this point, something that it had done.

The Commission noted that the article chiefly concerned allegations that Mr Ferdinand had sent a number of unwelcome text messages to Ms Titmuss. The individuals concerned had two opposing versions of events, both of which had been put on the record to the Commission during the course of its investigation into the complaint. The complainant denied that he had ever had any contact with Ms Titmuss, while she in turn claimed that he had sent her text messages and in fact continued to contact her by telephone.

The Commission's task was to consider whether publication raised any issues under Clause 1 of the Code. In this case, it considered whether there was any evidence for the allegations disputed by the complainant.

The Commission noted that the newspaper had been able to provide an on-the-record statement from Ms Titmuss endorsing the suggestion that she had received unwanted telephone messages from the complainant. By submitting this statement in support of the main allegations in the story, the newspaper had, in the Commission's view, demonstrated that there were grounds for it to publish the claims. However, the Commission also noted that the complainant continued vigorously to deny the claims – and in these circumstances it considered that it was appropriate and within the spirit of the Code of Practice for him to be given the opportunity to make his contrary position clear.

The Commission noted that the newspaper had offered to publish a text that incorporated the complainant's denial and made clear that both sides accepted that there had been no dinner dates. It concluded that the offer demonstrated an appropriate means of clarifying the situation to readers and represented a proportionate response to this complaint. In all the circumstances, no further action from the newspaper was required under the terms of the Code.

Relevant rulings

Smith v The Sun, 2004

EMI Records v News of the World, 2004

Charles Clarke MP v The Times, 2002

Adjudication issued 2004