

Peaches Geldof v Daily Star

Clauses noted: 1

Peaches Geldof complained, through Swan Turton solicitors, to the Press Complaints Commission that an article published in the Daily Star on 29th September 2008 headlined "Peaches: Spend night with me for £5k" was inaccurate in breach of Clause 1 (Accuracy) of the Code.

Following sufficient remedial action from the newspaper, no further action was required.

The front page article claimed that the complainant received payment from people "desperate for her company" and that she and "her girlie pals rake in the mega-bucks fees for providing their services at A-list parties". Her solicitor argued that this could only mean that she was exchanging sexual favours for money at celebrity events, which was – of course – entirely false. He provided examples of Google searches of the phrases used on the front page (such as "girl £5000 night" and "spend night with me"), which returned results related to the sex industry. He said the fact that the newspaper had decided to give over an entire front page to the story must mean that it was making allegations of a highly scandalous nature (i.e that his client was connected to the sex industry, rather than that she merely attended parties). An article on page 5, to which the front page text referred, contained the claim that the complainant was paid £5000 merely to attend A-list parties. This was also inaccurate: she was only paid for her performances as a DJ. This second article – with its headlines "Peaches & Dream" and "Hire Geldof babe or her pal for just £5k a night", accompanied by photographs of Ms Geldof at a lingerie shoot – also wrongly suggested that the claims had a sexual nature.

The newspaper accepted that the front page article was not supported by the text of the page 5 article. But it pointed to the fact that the latter article did refer to the fact that the complainant was paid for her work as a DJ: a source was quoted referring to Ms Geldof "do[ing] a bit of DJing", and her spokesperson was quoted saying Ms Geldof will only attend events "when she thinks the brand is worth supporting, and that's when she is DJing there". This article contained no claims that the services were of a sexual nature. It was willing to publish the following apology, above the fold on page 2 or 5, with a photograph to increase the prominence:

"In our edition of 29 September we ran an article on our front page and page 5 about Peaches Geldof. The front page article carried the headline "PEACHES: SPEND NIGHT WITH ME FOR £5K". The article went on to state that "Peaches and her girlie pals rake in the mega bucks for providing their services at A-list parties". We now accept that Peaches does not charge a fee to attend parties or events like London Fashion Week as was claimed in the article. We also apologise to Peaches for the implication in the headline that she provided services of a personal or sexual nature for the payment of a fee."

The complainant was content with the wording, but felt that it should be published on the front page. He argued that both the newspaper and the PCC have previously accepted, in other cases, the principle that front page stories warrant front page apologies. Millions of people would have only seen the front page, which wrongly (and deliberately) suggested that she was offering sexual services. The newspaper had been informed in advance that the claim about being paid to attend parties was wrong, which made the error worse and the need for prominence greater.

Adjudication

The Commission agreed with the complainant that Clause 1 (Accuracy) of the Code had been breached. The newspaper had wrongly claimed that the complainant received money for "showing up" to parties. This was inaccurate, as had been made clear to the newspaper before publication. There was also the issue of the non-specific claims made on the front page. The Commission had some sympathy with the complainant's concerns about this too. While the newspaper may have

intended it to be tongue-in-cheek, the Commission considered that the deliberately suggestive headline was likely to mislead some readers, even if the text on the front page stopped short of making any direct claims about how she specifically earned money.

This was all sloppy journalism, which had fallen well short of the high standards of the Code. On that basis, it was clearly necessary for the newspaper to apologise to the complainant. Both parties had agreed on a wording that corrected the central factual inaccuracy and addressed the implication of the front page. The only question for the Commission related to prominence: was it necessary for the agreed text to appear on the front page?

It did not consider that it was. While the front page may have been open to a certain interpretation, it did not contain any specific claims about the "services" offered by the complainant. The inside article did not suggest that the services were in any way sexual, and made clear that they related to non-controversial entertainment at parties.

As the front page article did not carry a specifically inaccurate claim, and as the main inaccuracy was on page 5, the decision to locate the apology prominently on page 2 (with a photograph) was, in the Commission's view, proportionate. The Commission hoped that the complainant would now accept the offer in order that the newspaper could publicly apologise for its errors.

Adjudication issued 04/02/2009