

**Sanction: Decision by Ofcom**

**Decision: Sanction: to be imposed on Loveworld Limited**

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**For material broadcast on Loveworld Television Network (“Loveworld”) on 4 September 2021.**

**Ofcom’s Sanction Decision against:** Loveworld Limited (“LL”, “Licensee”) in respect of its service **Loveworld Limited** (TLCS000787BA/1).

**For:** Breach of the Ofcom Broadcasting Code (the “Code”)<sup>1</sup>:

Rule 2.1: “Generally accepted standards must be applied to the contents of television and radio services [...] so as to provide adequate protection for members of the public from the inclusion in such services of harmful material”.

Rule 4.6: “Religious programmes must not improperly exploit any susceptibilities of the audience”.

**Ofcom’s Decision:** To impose a financial penalty (payable to HM Paymaster General) of £15,000 and to direct the Licensee to broadcast a statement of Ofcom’s findings.

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<sup>1</sup> See [Ofcom Broadcasting Code](#).

### **Executive Summary**

1. Loveworld is a religious television channel broadcast on satellite providing a service in the UK from an Evangelical Christian denomination with a global network of churches<sup>2</sup>. The Licence for the Loveworld service is held by Loveworld Limited (“LL” or “the Licensee”).
2. On 4 September 2021 at 09:30, the Licensee broadcast Your Loveworld, a one-hour long programme featuring sermons from Christ Embassy Pastors giving religious teachings, demonstrations of faith and appealing for the audience to donate money as part of the Christian practice of sowing and reaping.

### **The Breach Decision**

3. In Ofcom’s Decision (“the Breach Decision”) published on 9 May 2022 in Issue 450 of the Broadcast and On Demand Bulletin<sup>3</sup>, Ofcom found, that the programme contained potentially harmful statements that solicited donations on the basis of religious faith with claims they would improve the donor’s health, wealth and success without providing adequate protection to viewers, in breach of Rules 2.1 and 4.6 of the Code.
4. The Breach Decision sets out specifically the broadcast material that was in breach, along with reasoning as to why the material had breached the applicable rules of the Code.
5. Ofcom put the Licensee on notice that it considered these breaches to be serious and, in the case of Rule 2.1, repeated and that it was minded to consider them for the imposition of a statutory sanction. This document sets out Ofcom’s Decision for the consideration of a sanction.

### **The Sanction Decision**

6. In accordance with Ofcom’s Procedures for the consideration of statutory sanctions in breaches of broadcast licences (the “Sanctions Procedures”<sup>4</sup>), Ofcom considered whether the Code breach was serious, deliberate, reckless or repeated so as to warrant the imposition of a further sanction on the Licensee in this case.
7. This document sets out Ofcom’s Decision on the type and level of sanction to be imposed on the Licensee, taking into account all the relevant material in this case and Ofcom’s Penalty Guidelines<sup>5</sup>.
8. Ofcom’s Decision is that the appropriate sanction is a financial penalty of £15,000 and to direct the Licensee to broadcast a statement of Ofcom’s findings.

### **Legal Framework**

#### **Communications Act 2003**

9. Ofcom’s principal duty, set out in section 3(1) of the Communications Act 2003 (“the Act”), is to further the interests of citizens in relation to communications matters and the interests of consumers in relevant markets.
10. Ofcom has a specific duty under section 319 of the Act to set such standards for the content of programmes in television and radio services as appears to it best calculated to secure the standards objectives set out in section 319(2). These objectives include the application, in the case of all television and radio services, of standards that provide adequate protection to members of the public from the inclusion of harmful material in such services (section 3(2)(e)).

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<sup>2</sup> The Christian denomination, Loveworld Incorporated (also known as Christ Embassy) was founded by Pastor Chris Oyakhilome who is also its president. It runs seven television channels globally.

<sup>3</sup> See [Ofcom Broadcast and on Demand Bulletin](#), 9 May 2022.

<sup>4</sup> See Ofcom’s [Sanction Procedures](#)

<sup>5</sup> See Ofcom’s [Penalty Guidelines](#).

11. The requirements outlined above are reflected in Sections Two<sup>6</sup> and Four<sup>7</sup> of the Code. Accompanying Guidance Notes<sup>8</sup> to each section of the Code are published and from time to time updated on the Ofcom website. The Guidance Notes are non-binding but assist broadcasters to interpret and apply the Code.
12. In performing these duties, Ofcom is required to have regard to the principles under which regulatory activities should be transparent, accountable, proportionate, consistent and targeted only at cases in which action is needed, and any other principles representing best regulatory practice (section 3(3)); and, where relevant, to have regard to a number of other considerations including the need to secure that the application, in the case of television and radio services, of standards relating to harm and offence is in the manner that best guarantees an appropriate level of freedom of expression (section 3(4)(g)).

### **Human Rights Act 1998**

13. As a public authority, Ofcom must also act in accordance with its public law duties to act lawfully, rationally and fairly, and it has a duty to ensure that it does not act in a way which is incompatible with the European Convention on Human Rights (the “Convention”). In particular, in the context of this case, Ofcom has taken account of the rights under 9 and Article 10 of the Convention.
14. Article 9 of the Convention provides for the right to freedom of thought, conscience and religion, which includes the right to manifest one’s religion or belief in worship, teaching, practice and observance. The right to manifest one’s religion or belief can be subject to limitations which are prescribed by law and are necessary in a democratic society to achieve a legitimate aim (Article 9(2)).
15. Article 10 of the Convention provides for the right to freedom of expression. Applied to broadcasting, this right encompasses the broadcaster’s freedom to impart and the audience’s freedom to receive information and ideas without interference by a public authority and regardless of frontiers (Article 10(1))<sup>9</sup>. It applies not only to the content of information but also the means by transmission or reception<sup>10</sup>. And while subject to exceptions, the need for any restriction must be established convincingly<sup>11</sup>. The exercise of these freedoms may be subject only to conditions and restrictions which are “prescribed in law and are necessary in a democratic society, in the interests of national security, territorial integrity or public safety, for the prevention of disorder or crime, for the protection of health and morals, for the protection of the reputation or rights of others, for preventing the disclosure of information received in confidence or for maintaining the authority and impartiality of the judiciary” (Article 10(2)).
16. Ofcom must exercise its duties in light of both these fundamental rights and not interfere with the exercise of these freedoms in broadcast services unless it is satisfied that the restrictions it seeks to apply are prescribed by law and are necessary in a democratic society to achieve a legitimate aim. The legitimate aim in this case is the protection of the rights of others, ie to provide adequate protection to audiences from harmful material in broadcast content.

### **The Ofcom Broadcasting Code**

17. Standards set by Ofcom in accordance with section 319 of the Act are set out in the Code.

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<sup>6</sup> See: [Section Two of the Code](#)

<sup>7</sup> See: [Section Four of the Code](#)

<sup>8</sup> See: [Ofcom’s Guidance Notes on the Code.](#)

<sup>9</sup> *Lindens v Austria* (1986) 8 EHRR 407.

<sup>10</sup> *Autronic v Switzerland* (1990) 12 EHRR 485.

<sup>11</sup> *Steel & Morris v UK* (2005) EMLR 15.

18. As outlined in paragraph 11, accompanying Guidance Notes to each section of the Code are published, and from time to time updated, on the Ofcom website. The Guidance Notes are non-binding but assist broadcasters to interpret and apply the Code.
19. The relevant Code rules in this case are set out in full at the beginning of this Sanction Decision.

#### **Remedial action and penalties**

20. Under section 325 of the Act, a licence for a programme service issued by Ofcom under the Broadcasting Act 1990 or 1996 must include conditions for securing that the standards set under section 319 are observed by the licensee. In the case of a television licensable content service (“TLCS”) licence, Condition 6 of the licence requires the Licensee to ensure that provisions of any Code made under section 319 are complied with. The Licensee holds a TLCS licence.
21. Where Ofcom has identified that a condition of a TLCS licence has been contravened, its powers to take action are set out in sections 236 to 239 of the Act insofar as relevant to the case.
22. Section 236 of the Act provides Ofcom with the power to direct the holder of a TLCS licence to broadcast a correction or a statement of Ofcom’s findings (or both), or not to repeat a programme which was in contravention of a licence condition.
23. Section 237 of the Act provides Ofcom with the power to impose a financial penalty on the holder of a TLCS licence. The maximum penalty which may be imposed in respect of each contravention of a licence condition is whichever is the greater of £250,000 and five per cent of the qualifying revenue from the licenced service for the licensee’s last complete accounting period falling within the period for which its licence has been in force.
24. Section 238 of the Act gives Ofcom a duty to revoke a TLCS licence if the licensee is in contravention of a condition of the licence or is failing to comply with a direction and Ofcom is satisfied that the contravention or failure, if not remedied, would justify the revocation of the licence.
25. Section 239 of the Act gives Ofcom a duty to suspend a TLCS licence, pending a decision on whether that licence should be revoked, if satisfied that that the holder of the licence has included in the service one or more programmes containing material likely to encourage or to incite the commission of crime, or to lead to disorder; that, in doing so, it has contravened licence conditions; and that the contravention is such as to justify the revocation of the licence.

#### **Background - The Breach Decision**

26. In the Breach Decision, Ofcom found that the broadcast of *Your Loveworld* on Loveworld on 4 September 2021 was in breach of Rules 2.1 and 4.6 of the Code.
27. The Breach Decision set out specifically the broadcast material that was in breach, along with the reasoning as to why the material had breached the applicable rules of the Code.
28. The programme solicited donations on the basis of religious faith with claims they would improve the donor’s health, wealth and success. Ofcom found that statements in the programme were potentially harmful, and that the Licensee failed to provide adequate protection for viewers and that the religious programme improperly exploited the audience’s susceptibilities.
29. This included, but was not limited to, the following within the programme:
  - a) Statements encouraging viewers to make donations of substantial sums, even if these were beyond their financial means. For example:
    - *“If you have to move some funds around from one account to the next. It may be money you’d set aside for a different purpose, a rainy day, a new car, maybe an income tax return you just got. It may be money you got*

*from a birthday gift or a bonus on your job, or it may be money you put down on your bank card. However, the Holy Spirit's made it possible. I'm going to pray a prayer right now that we're going to go to the phone and I wanna ask you as fast as you can. Don't negotiate this. If you sowed two days ago, it's a different day now. If you're feeling the Holy Spirit obey that, obey that, obey that, obey that";*

- *"I wanna just say if you're calling right now for your \$1,000 seed, you don't yet have a debt free home. I would make that absolutely one of the harvests that you're wrapping your faith around. If you're renting a house, but you'd like to own a home you don't have. If you're in college and you're about to get out, you want a house. There's an anointing on a debt free home right now. Go to the phone right now"; and,*
- *"we call in your harvest. From your \$1,000 seed. Your \$7,000 seed. Your \$100,000 seed, your \$1,000,000 seed. We call it in right now according to your faith and obedience in Jesus precious name. Amen and Amen. It is done".*

b) Statements linking donations to material rewards from God. For example:

- *"let God get in covenant with it and let him send it back to us";*
- *"Plant this \$1,000 seed [...] I'm calling in a debt free house [...] God can do it for you"; and,*
- *"Your financial destiny is about to change. Your physical destiny is about to change. Your marriage destiny is about to change because God is about to get involved [...] in what involves you [...] because you with your seed have got involved with what concerns God".*

c) Testimonies attributing financial or health improvements to the making of donations. For example:

- *A viewer with breast cancer, who called for a prayer, "spoke with one of the pastors in the call centre" who prayed and "spoke words into my life". The caller had said that she was "cancer free" and Dr Payne said that "that's gonna happen today, I believe that with all my heart";*
- *A person who "sowed a \$100 seed believing for a dream home and now I have it";*
- *A person who made a donation during a Praise-A-Thon and "received double back in the mail";*
- *A caller who made a donation and "the Lord surprised me with a large cheque. It came from an unexpected source and it was the biggest one I had received";*
- *A viewer with two children who was homeless and living in a shelter, donated and who Dr Payne said, "kept giving to Loveworld". Dr Payne then said following these donations, the viewer told him they "now have our own apartment [...] I have a job [...] God is blessing our life"; and,*
- *An account of a business owner's global success after following advice from a Catholic nun to "Make God your partner" and "be a big giver".*

d) Statements appealing to the religious faith of the audience by linking donation requests to Christian faith and obeying religious calls to action. For example:

- *“Stand with the Loveworld team and say we’re not going with the Devil run riot, shot over our families anymore, over our nations anymore. We’re going to stand up and believe God to give us good measure”;*
- *“I want to look into the camera and say this is an opportunity for you to use your faith”;*
- *“If you let your budget decide your giving, Satan will always control your present seed and your future harvest. If you keep what’s in your hand, that’s the most it’ll ever be. But if you release it to God, that’s the least it’ll ever be”;*
- *“We’re decreeing today’s a bad day for the devil. We’ve asked you for financial favour. We’ve asked you for financial miracles and every time you ask us for a miracle, you give us an instruction. The instruction we follow decides the future we inherit, we create. So today there’s not a disobedient person listening to my voice right now. There’s not a delaying part of us. We swiftly respond to the voice of the Holy Spirit because everything we have come from you anyway Father”;* and,
- *“It’s not enough just to sit and listen and have your faith built by great messages from men of God, you have to move. You have to act on that faith [...] follow that instruction”.*

30. As set out in the Breach Decision, the material was broadcast without additional information included that might have provided adequate protection to viewers. Ofcom stated in the Breach Decision that the breaches of Rule 2.1 and Rule 4.6 of the Code were serious and, in the case of Rule 2.1, repeated<sup>12</sup>.
31. Therefore, Ofcom put the Licensee on notice that it would be considering whether to impose a statutory sanction.
32. During the investigation, Ofcom requested information about who, or for what organisation(s) payments were solicited in the broadcast and the Licensee’s financial structure. The licensee said that it was a business organisation and that it “does not solicit funds for itself on TV”. It added that the programme was transmitted on behalf of Christ Embassy, which it said is a registered charity, with which it had a “business relationship”. The Licensee said that it was “happy to bring to the attention of Christ Embassy these concerns raised,” so that it could, “educate their speakers in future as to the use of language on air relating to soliciting of funds for the protection of the general public”.
33. In its representations during the investigation, the Licensee said [CONFIDENTIAL ✂]”<sup>13</sup>.
34. In view of the factors set out above, Ofcom considered in its standards Decision that the breaches were serious and, in the case of 2.1, repeated, and therefore was minded to consider it for the imposition of a statutory sanction.

### **Ofcom’s Preliminary View to impose a Statutory Sanction**

35. As set out in paragraph 1.13 of the Sanctions Procedures, the imposition of a sanction against a broadcaster is a serious matter. Ofcom may, following due process, impose a sanction if it

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<sup>12</sup> Loveworld had previously been sanctioned for breaches of Rule 2.1: Please see Ofcom’s Sanction Decision’s for [Your Loveworld/Loveworld News](#), [Global Day of Prayer](#) and [Full Disclosure](#).

<sup>13</sup> Ofcom imposed financial penalties £125,000 in the case of *Global Day of Prayer* in March 2021, and of £25,000 in the case of *Full Disclosure* in October 2021. See footnote 11 for the breach decisions in these cases.

considers that a broadcaster has seriously, deliberately, repeatedly or recklessly breached a relevant requirement.

36. Ofcom issued a Preliminary View (“the Sanction Preliminary View”) that we were minded to impose on the Licensee a statutory sanction in the form of a direction to broadcast on its service Loveworld a statement of Ofcom’s findings, and a financial penalty. Ofcom sent a copy of the Sanction Preliminary View to the Licensee on 19 August 2022 and gave the Licensee the opportunity to provide written and oral representations on it. The Licensee provided its written representations to Ofcom on 12 September 2022 and an oral hearing took place on 28 October 2022.

### **The Licensee’s representations**

#### *Article 9 rights and the purpose of Christian programming*

37. In providing its representations, LL described someone who is Christian as “someone who believes in Jesus. He believes that Jesus died. He believes that God raised him from the dead and that Jesus is alive and has confessed with his mouth that Jesus is Lord”. It added that Loveworld is a Christian service and that the “basis of the station is to propagate the Gospel of Jesus Christ”.
38. The Licensee said that, in its view, the content could not be considered harmful if religious scripture is taken into account. LL said that the statements in the programme were based on teachings from the Bible and were part of the established Christian practice of “sowing and reaping”. It said that if looked at from a Christian perspective, the content in the programme was not harmful. The Licensee added that “if the Holy Spirit, who is God, asks a Christian to do something, how could that be harmful?”
39. LL said it did not consider the programme improperly exploited the susceptibilities of Christians and that teachings in the programme were “encouraging them to go ahead and do what the Holy Spirit said to do”, adding “we know from the scriptures that it is safe to do so and not harmful”. Further, it said that the audience of Loveworld were likely to be mostly Christian people, and likely to be those “who believe[s] in Jesus, who believe[s] Jesus died for all of mankind, who believe[s] that God raised Jesus from the dead, who believe[s] that Jesus is alive today and has declared with his/her own mouth that Jesus is the Lord of their life” and understood the practice of “sowing seeds and reaping a harvest”.
40. The Licensee said it did not consider the statements included in the programme to be requests for audience members to make “donations”, but rather encouragement to sow “seeds”. It said that there was a difference between these two interpretations, and referred to donations made by audiences as a “faith seed” and said that “it’s not like you’re giving money so that you can receive healing, but by faith, [and] you apply your faith by something that you give”. It reiterated that these principles were supported by scripture.
41. By way of example, the Licensee provided the following quotations from the Bible:
- “Luke 6:38 says “give, and it will be given to you. Good measure, pressed down, shaken together, running over, will be put into your lap. For with the measure you use it will be measured back to you”; and,
  - 2 Corinthians 9:6 (NIV) says “Remember this: Whoever sows sparingly will also reap sparingly, and whoever sows generously will also reap generously”.
42. LL said that Christians have “faith in God’s word” and that this would include “acting by that principle of giving, you will receive”. The Licensee said that it believed in this principle, as did the pastors featured on the channel, and that the statements made in the programme were based on sincerely held religious beliefs and therefore were not exploitative. One of the Licensee’s

representatives, a pastor, explained that as a minister of the gospel “I’m ministering it, I’m saying it because I believe in it, based on what the scriptures say”.

43. Representatives of LL in attendance at the oral hearing also reiterated that the programme was an expression of religious practice, with its views based on scripture and added that the religious practice of sowing and reaping was not an “invention” by the Licensee.

*Likely audience and their expectations*

44. The Licensee said that when it applied for an Ofcom licence it specified that it was a Christian organisation and that it considered its audience is “likely to be Christian”. It said that as the audience would likely be familiar with Christian scripture, they would “understand about sowing seeds and reaping a harvest”. LL said therefore, it did not consider its viewers to be vulnerable to the instructions to make donations, as all of the statements in the programme were based on scripture and religious teachings with which the audience would be familiar. It added that the audience would have understood the messages in the programme sought to encourage them to follow the Christian faith through “God’s word”.
45. LL said that it had not received any complaints about this programme and reiterated its representations during the investigation for the Breach Decision that Ofcom also did not receive complaints about the programme from viewers. It therefore considered there was no evidential basis for Ofcom to conclude that statements in the programme had the potential to harm the audience. It also did “not believe that any members of the public were improperly exploited” by the programme.

*Action taken since Ofcom’s Breach Decision*

46. In relation to steps the Licensee had taken since the publication of the Breach Decision, it said that it had reviewed the programme in detail in conjunction with the documents provided by Ofcom as part of the sanction procedure and had analysed the content to consider afresh whether the statements highlighted by Ofcom (for example those in paragraph 29) were reflections of Christian scripture. It said having considered this, it “would probably agree [with Ofcom] that there were some wordings, and the way certain things were said, that could be left to interpretation” and that in discussion about the programme with the team responsible for the broadcast, it had said “as a station, we wouldn’t like to air that”.
47. The Licensee said that as a result of the above, it had spoken with “some of the ministers in question that were part of that broadcast” and discussed alternative wording that could be used in future broadcasts. Furthermore, it said that it had created an “internal document”, with learnings from the breach decision to prevent a reoccurrence and to provide guidance to pastors featured on the channel. It also said that that the document included considerations of “aspects that we need to adjust when taking programmes from different providers”.

*Representations on behalf of Loveworld*

48. Ofcom received written and oral representations from TMH Media, an agency engaged by LL that said it has worked with “some of the World’s largest Christian TV Networks, Ministries and Charities for over 30 years”. It said that the Licensee was “free to solicit funds as it is part of biblical teaching for Christians to give” and that this was similar to other Christian Networks. Furthermore, it said Loveworld was “mainly watched by the African Community in Europe” and that programming of this nature was similar to other African Christian TV Networks.
49. It said that the Licensee did “not [receive] one complaint about the fundraising programme” and that “the network is very well sought[sic] of in Africa, USA and Asia where it broadcasts without complaints”. It added that it had worked with the Licensee for 20 years and that in this time, LL have “conducted themselves professionally”. It added that Pastor Chris was “respected worldwide” and that the Licensee did not broadcast “hate messages, just the love of Christ to an important part of the community”.

50. It questioned, as part of its representations, how many members of Ofcom's board were practicing Christians as the case involved considerations about "Biblical Teaching".
51. LL's oral hearing also included representations from an advisor to television channels and Christian television channels in particular who said that they helped stations like Loveworld "not for financial gaining, but just to help them to be able to broadcast somehow the gospel of their religion". In reference to the statements included in the broadcast, the advisor said these were typical of small Christian services and that the purpose of programming of this nature is "to express their view of their religious side". The advisor reiterated that no complaints had been made about the content and said that Ofcom should not make LL an "example to others" in its imposition of a statutory sanction in this case.

*Financial situation of the channel*

52. [CONFIDENTIAL ✕].
53. LL also said that the channel contributed to the economy and community by providing employment [CONFIDENTIAL ✕].
54. Representatives of LL also provided representations on the Licensee's finances. [CONFIDENTIAL ✕].

**Ofcom's Decision to impose a Statutory Sanction**

55. We set out below Ofcom's Decision and its reasons for considering that it is appropriate to impose a statutory sanction and as to the type and level of sanction Ofcom considers should be imposed on the Licensee, taking into account all relevant material, including the Licensee's own representations, representations made on its behalf, and Ofcom's Penalty Guidelines.

**Serious nature of the breaches**

56. Ofcom's Decision is that, for the reasons set out below, the breaches of Rules 2.1 and 4.6 were so serious as to warrant the imposition of a statutory sanction.
57. As set out in paragraphs 28-30, the programme solicited substantial donations, even if these exceeded donors' financial means, on the basis of an appeal to the religious faith of viewers. This was accompanied by claims the donations would improve the donor's health, wealth and success. Adequate protection to the audience from the inclusion of potentially harmful material was not included in the programme. The calls to make donations had the potential to harm viewers through appealing to those who might be more vulnerable, for example those facing financial or health difficulties, as a result of the nature of the testimonies shown and statements made. Further, Ofcom considered the appeals to donate in this programme exploited the religious susceptibilities of viewers through repeated references that linked the making of donations to obeying religious calls to action.
58. Ofcom took into account the Licensee's representations in regard to its rights to freedom of expression and religion and related rights of its audience to receive those views without interference. The Licensee said that statements made within the programme were founded in sincerely held religious beliefs and the references to sowing and reaping were an expression of faith founded in Christian teaching and scripture. Given this, the Licensee said the practice of sowing and reaping would be familiar to viewers and therefore did not consider they would be vulnerable to messages encouraging them to donate funds. The Code allows for religious channels to include teachings founded in their faith and Ofcom acknowledged the Licensee's representations that the basis of the content on Loveworld was a communication of sincerely held religious beliefs.
59. The Licensee argued that because the programme's calls to donate were based on Biblical teachings about sowing and reaping and delivered by pastors who sincerely believed in the

practice as an act of faith, the programme was not harmful and did not improperly exploit any susceptibilities of the audience. Ofcom acknowledged that making and responding to a request for donations based on mutual and sincerely held religious beliefs does not necessarily involve exploitation of a susceptibility. However, an individual holding sincere religious beliefs is more likely to respond to a request for donations from a trusted source appealing to those beliefs than one who does not, whether or not that request amounts to improper exploitation. Additionally, Ofcom acknowledged that holding sincere beliefs regarding sowing and reaping does not in itself make a person vulnerable. However, in referring to vulnerability, we are referring to those within the audience with other characteristics (such as health or financial difficulties) which in combination with their religious beliefs are at particular risk of giving beyond their means. We took into account that this channel is likely to have viewers that follow the Christian faith, and in particular to attach significant weight to the teachings of Christ Embassy. Therefore, in a case such as this where the repeated encouragement for viewers to donate beyond their means amounted to improper exploitation for the reasons set out in the Breach Decision, the likelihood that viewers of the channel would be more responsive contributed to the seriousness of the breach.

60. Ofcom considered that the factors outlined above were particularly serious because the programme did not include any contextual information such as disclaimers or warnings alongside calls for viewers to donate beyond their means. Additionally, the calls to donate explicitly linked donations with the hope or expectation of receiving financial or health rewards, which Ofcom considered could potentially result in viewers making decisions that negatively impacted their financial wellbeing.
61. In considering the seriousness of the breaches, Ofcom acknowledged that the concept of sowing and reaping is a common teaching of the Christian faith. As outlined in paragraphs 14 and 16, Ofcom has taken into account Article 9 of the ECHR which states that everyone “has the right to freedom of thought, conscience and religion”. In considering the seriousness of the contravention in this case, Ofcom has given careful consideration to the Licensee’s Article 9 rights. However, given the factors outlined in the Breach Decision, we considered that the content in this programme went beyond proclamations of faith and religious teachings and practice, so as to improperly exploit the susceptibilities of the audience and cause potential harm without providing adequate protection. Ofcom welcomed that, whilst it maintained its view that the content was not in breach in its oral representations, LL said that it had: reflected carefully on the content; accepted that some of the statements in the programme went beyond what it would like to broadcast; and had taken some steps to prevent a repeat of the breaches. However, overall, we considered the statements made in the programme included explicit, lengthy and detailed instructions to viewers that they should donate regardless of their financial circumstances.
62. In view of the factors set out above, Ofcom considered that the breaches were serious and warranted the imposition of a statutory sanction.

#### **Repeated nature of the breaches**

63. In reference to the repeated nature of the breaches, Ofcom considered that in the case of Rule 2.1, LL had been sanctioned by Ofcom on four separate occasions in two years. These four sanctions included the broadcast of six individual programmes, all of which included, as does the current case, breaches of Rule 2.1. The details of these cases are set out in paragraphs 95 to 103 below.
64. However, Ofcom acknowledged that, unlike in the earlier cases, the breach of Rule 2.1 in this programme did not relate to the Coronavirus pandemic or discussion of official public health guidance. Ofcom also took into account that this is the first instance of LL having been found in

breach of Rule 4.6 of the Code in relation to improperly exploiting the susceptibilities of the audience in an appeal for donations. Taking into account these circumstances, whilst Rule 2.1 was again engaged, overall Ofcom considered that there were sufficient differences to conclude that this case did not represent a clear recurrence of earlier Rule 2.1 breaches. Therefore, Ofcom considered that the breaches were not repeated.

### **Deliberate or reckless nature of the breaches**

65. Following the breach and sanction decisions in relation to broadcasts on 7 April 2020 of *Your Loveworld* and *Loveworld News*<sup>14</sup>, 1 December 2020 of *Global Day of Prayer*<sup>15</sup>, and 11 and 12 February 2021 of *Full Disclosure*<sup>16</sup>, we considered the Licensee was aware of the need to protect audiences from potentially harmful content.
66. Ofcom took into account that, while this was the sixth broadcast in two years that had breached Rule 2.1, the Licensee had not previously breached the Code in relation to its programming soliciting donations and it had not previously breached Rule 4.6.
67. We also took into account all of the recent engagement between LL and Ofcom about the Licensee's compliance procedures and the need for there to be improvements, the detail of which is outlined in paragraphs 95 to 103. While Ofcom considered this sustained engagement about the need for compliance improvements was relevant to its consideration of the Licensee's recklessness, we did not consider that the specifics of this case were directly applicable to compliance tools that have been discussed previously with the Licensee, and therefore did not consider that the breach in this case was reckless.
68. For the reasons explained above, Ofcom considered that the contravention had not occurred deliberately. We also did not consider that there was sufficient evidence to conclude that the breaches were reckless.

### **Ofcom Decision on the appropriate sanction**

69. Ofcom considered which of the sanctions available to it were appropriate in the present case. The following paragraphs set out the enforcement action we have considered and the sanctions we have decided to impose.

### **Imposition of sanctions other than a financial penalty**

#### **Direction to licensee to take remedial action**

70. Section 236 of the Act provides Ofcom with the power to direct the holder of a TLCS licence to broadcast a correction or a statement of Ofcom's findings (or both). Section 236 of the Act also provides Ofcom with the power to direct the licence holder not to repeat a programme which was in contravention of a licence condition.
71. The purpose of directing a licensee to broadcast a statement of Ofcom's findings in relation to harmful breaches is to inform audiences of Ofcom's findings and ensure they are aware of the specific way in which the programme breached the Code.
72. It is Ofcom's Decision that directing the Licensee to broadcast a statement of Ofcom's findings is necessary to bring the breaches, and Ofcom's action in response to those breaches, to the attention of Loveworld's audience.

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<sup>14</sup> See [Ofcom's Standards Decision on Your Loveworld and Loveworld News](#) and [Ofcom's further Sanction Decision on Your Loveworld and Loveworld News](#).

<sup>15</sup> See [Ofcom's Standards Decision on Global Day of Prayer](#) and [Ofcom's Sanction Decision on Global Day of Prayer](#).

<sup>16</sup> See [Ofcom's Standards Decision on Full Disclosure](#) and [Ofcom's Sanction Decision on Full Disclosure](#).

73. Ofcom also considered that, on its own, a direction to broadcast a statement of Ofcom's findings would not adequately reflect the level of seriousness of the breach in this case or provide sufficient deterrence to the Licensee, or other broadcasters, from repeating similar breaches of the Code in the future. As such, Ofcom's Decision is that a further sanction should be imposed to inform the Licensee's audience, act as an effective deterrent and to incentivise compliance.

#### Revocation of a licence

74. Section 238 of the Act provides Ofcom with the power to revoke a TLCS licence where a licensee is failing to comply with a condition of such a licence or a direction thereunder and the failure, if not remedied, is such as to justify revocation of the licence.

75. In our consideration of whether it was appropriate to revoke LL's licence, we took into account the nature of the content that was broadcast and considered the Code breaches in this case were serious.

76. Given the potentially harmful statements made within the programme without providing adequate protection to viewers and the solicitation of donations that exploited the susceptibilities of the audience of a religious programme, Ofcom considered the breach to be serious. While we took into account that this was Ofcom's fourth consideration of a statutory sanction against the Licensee and sixth Code breach involving Rule 2.1 in two and a half years, we considered it was not repeated, reckless or deliberate.

77. In this case, Ofcom must give careful consideration as to how to secure the application of standards that provide adequate protection to members of the public from the inclusion of harmful material in television and radio services<sup>17</sup>. Where a Licensee continues to contravene the Code rules in a serious manner, thus failing to comply with a condition of its TLCS licence, and despite previous breaches, resulting sanctions and past engagement and assurances about improvements to its compliance procedures, revoking a licence is a way for Ofcom to secure the application of such standards and protect the public from potentially harmful material.

78. Therefore, in our consideration of whether to revoke the licence, we took into account that, in relation to the most recently imposed sanction against Loveworld for its broadcasts of *Full Disclosure*, the Sanction Panel requested information on the Licensee's compliance processes in order to follow up on the assurances made to Ofcom in previous recent sanction cases. In response, LL said that it had received initial, face-to-face compliance training in March 2021 and gave a summary of what the training consisted of. The Licensee said a compliance manual had been created for staff and enclosed a copy with its representations. It also said that online compliance training was provided in April and May 2021.

79. In considering whether to propose the revocation of a licence, Ofcom must have regard to the broadcaster's and the audience's rights under Article 10 and Article 9 of the Convention. We recognise revocation is a major interference with freedom of expression as it prevents the broadcaster from broadcasting and restricts the number of voices being heard and the range of programming available to audiences. There is therefore a high threshold for revoking a licence.

80. In the consideration of this case, Ofcom took into account that the Licensee had previously made assurances that it had made material changes to its compliance processes and training following previous sanction procedures. Ofcom also took into account that in this case, the nature of potential harm to audiences was different than the previous cases, which were exclusively in relation to harmful content concerning public health information about the Coronavirus pandemic. As such, whilst it is a matter of significant concern that the measures taken by the Licensee had failed to prevent a further breach, we recognise that the focus of those measures was principally on avoiding inaccurate or uncontextualised statements and claims relating to

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<sup>17</sup> section 3(4)(g) of the 2003 Act.

public health matters, and particularly the Coronavirus pandemic. The present case does not involve such claims and statements, and instead related to soliciting donations. We noted that the Licensee had not previously breached Rule 4.6.

81. A decision to revoke a licence may only be taken by Ofcom if it is satisfied that it is a proportionate response to the Licensee's failure to comply with its licence conditions. Any sanction we impose must be proportionate, consistent and targeted only at cases where action is needed. A relevant factor for Ofcom to consider in this regard is whether any sanction short of revocation could ensure that the Licensee would, in future, comply with the Code.
82. We carefully took into account the factors set out above. We were concerned that there had been a series of somewhat similar breaches since 2020 (noting the differences referred to above) and that measures to improve compliance to date had failed to prevent a further breach. On balance, however, given the high threshold for the revocation of a licence, the fact that the nature of the latest Rule 2.1 breach was materially different to that in previous cases involving the Licensee, and the audience's Article 10 rights, we did not consider it proportionate to revoke the licence in the circumstances of this case. We considered a sanction short of revocation could protect audiences from harm, inform audiences of the breach and ensure that the Licensee would, in future, comply with the Code.

#### Suspension of a licence

83. Section 239 of the Act gives Ofcom a duty to suspend a TLCS licence, pending a decision on whether that licence should be revoked, if satisfied that that the holder of the licence has included in the service one or more programmes containing material likely to encourage or to incite the commission of crime, or to lead to disorder; that, in doing so, it has contravened licence conditions; and that the contravention is such as to justify the revocation of the licence.
84. We did not consider the content amounted to a call to action that would incite viewers to commit a crime or acts of disorder and therefore considered this duty was not relevant in this particular case.

#### Imposition of a financial penalty

85. Ofcom next considered whether it would be appropriate to determine that a financial penalty should be applied in this case.
86. Section 237 of the Act provides Ofcom with the power to impose a financial penalty on the holder of a TLCS licence. The maximum penalty that can be imposed on the holder of a TLCS licence in respect of each contravention of a TLCS licence condition is the greater of either £250,000 or five per cent of the qualifying revenue from the licensed service for the Licensee's last complete accounting period falling within the period for which its licence has been in force.
87. For the purposes of determining the maximum penalty in this case, Ofcom requested from Loveworld Limited financial data setting out its qualifying revenue for the last accounting period.
88. Based on the figure provided by the Licensee, the maximum penalty that Ofcom could impose in this case was £250,000.
89. Ofcom's Penalty Guidelines state (in paragraph 1.11) that: "Ofcom will consider all the circumstances of the case in the round to determine the appropriate and proportionate amount of any penalty. The central objective of imposing a penalty is deterrence. The amount of any penalty must be sufficient to ensure that it will act as an effective incentive to compliance, having regard to the seriousness of the infringement. Ofcom will have regard to the size and turnover of the regulated body when considering the deterrent effect of any penalty".
90. In this case, Ofcom's Decision is that a financial penalty is necessary to reflect the serious nature of the Code breaches recorded against the Licensee, and to act as an effective incentive to

comply with the Code, both for the Licensee and other Licensees (see paragraph 1.4 of the Penalty Guidelines).

**Factors taken into account in determining the sanction penalty**

91. In considering the appropriate sanction for the Code breaches in this case, Ofcom has taken account of the specific relevant factors set out at paragraph 1.12 of the Penalty Guidelines as set out below:

*The seriousness and duration of the contravention*

92. Ofcom regarded the breaches to be serious for the reasons set out in our full Breach Decision.

93. As stated in the Breach Decision, Ofcom has regard to the audience's and broadcaster's right to freedom of expression set out in Article 10 and their rights to freedom of thought, conscience and religion set out in Article 9 of the Convention. In applying the Code, Ofcom must seek to provide adequate protection to audiences in a way that takes into account the broadcasters' and audiences' fundamental rights to freedom of expression and freedom of religion.

94. Ofcom also had regard in the exercise of its functions to the degree of significant potential harm which could be caused by this content.

95. Broadcasters may offer prayer, encourage religious practices, solicit for donations and broadcast the belief that God can perform miracles. However, in doing so, broadcasters must comply with the Code and therefore adequately protect audiences from potentially harmful material and, in a religious programme, must not improperly exploit any susceptibilities of the audience.

96. Ofcom regards breaches of Rule 2.1 and Rule 4.6 of the Code in which viewers were encouraged to make considerable donations, regardless of their individual financial situation on the basis of fulfilling religious calls to action and for the promise of wealth and health improvements, without providing adequate protection, to have the potential to cause serious harm. Ofcom took into account that the statements outlined in paragraph 29 encouraged and recommended specific amounts of money that should be donated rather than spent on other things that viewers might need money for and that these instructional statements were likely to have particular weight with the audience.

97. Ofcom took into account the Licensee's representations that the broadcast was part of religious teaching, and that Pastors appearing on *Your Loveworld* sincerely believe in Christian scripture. It said the concept and practice of sowing seeds and reaping a harvest is an important tenet of Christian faith. Ofcom considered it legitimate for a religious service to include programming that involves teaching scripture, including practices involving sowing and reaping, and that this in of itself does not exploit the audience's religious susceptibilities or have the potential to cause harm.

98. Ofcom acknowledged the Licensee's admission that aspects of the programme had exceeded typical broadcasts of this nature in terms of the specific statements made that encouraged the audience to donate beyond their means. Ofcom also took into account LL's representations that the pastors that present on Loveworld are sincere in their faith in Christianity, and that this extends to their belief in the harvests that will be reaped by Loveworld viewers if they sow a seed as part of their Christian practice and faith.

99. Ofcom took into account that the Breach Decision involved a single programme and that the duration of the contravention was limited to this broadcast.

100. We noted that LL has had a recent history of contraventions of Rule 2.1. We did not consider that this was relevant to duration, since the previous cases related to a different type of harm. However, the Licensee had been involved in a sustained period of engagement with Ofcom about its compliance failures and procedures, and therefore we considered that it should have

been acutely aware of its responsibility to adequately protect audiences from potentially harmful material. Given this awareness, Ofcom considered these breaches to be to be a serious failure of compliance, despite them relating to a different type of harm.

*The degree of harm, whether actual or potential, caused by the contravention, including any increased cost incurred by consumers or other market participants*

101. Ofcom regarded the breaches of Rules 2.1 and 4.6 to be particularly serious in the context of a religious programme that was likely to appeal to potentially vulnerable viewers who might be seeking advice, solutions and solace from financial or health difficulties. Through donor testimonies, the presenters offered a solution to serious financial or health difficulties and gave the impression that a way to overcome these issues was by making a donation, regardless of whether individuals could afford it. The potential harm in this case was significant because viewers were encouraged to spend beyond their means in order to donate, which had the potential to exacerbate the position of a person with pre-existing financial difficulties in particular. We took into account that there was no contextual information included that might protect viewers, such as warnings or disclaimers, in the programme.
102. Ofcom also took into account that this religious channel is associated with the Christian denomination Christ Embassy. Therefore, Ofcom considered it is likely that a significant proportion of the channel's audience were likely to be Christians who supported Loveworld and Christ Embassy and that these statements encouraging donations were likely to hold a particular weight with viewers. We considered that references equating people who donated with devoted and obedient Christians, in contrast to references that questioned the faith of those who did not, were likely to resonate with viewers and had the potential for audience susceptibilities to be exploited.
103. We also took account that viewers were likely to place a great deal of trust in the presenters and pastors responsible for delivering sermons, prayers, and other religious programming such as *Your Loveworld*, and were likely to regard them as authoritative religious figures. Ofcom considered the status of religious authority held by the presenters was likely to be a significant factor in how viewers of the programme might interpret repeated encouragement to donate funds for the promise of rewards and would make them more susceptible to donating beyond their means.
104. Ofcom carefully considered the Licensee's representations that it did not consider the audience of *Your Loveworld* were vulnerable or likely to be particularly susceptible to calls in the programme to donate beyond their means. LL said in its representations that the audience was likely to follow Christian faith and be familiar with the practice of sowing and reaping, and to understand that calls to donate were in their best interests and for their long-term benefit. It also considered that the audience would likely believe in the practice of sowing and reaping themselves and would have faith that benefits of some form would result from making donations. Ofcom took into account that for Christians in the audience, the practice of sowing a seed with Loveworld might represent an important act of their faith and devotion to God. However, Ofcom considered that viewers holding such beliefs were susceptible simply in the sense that they were more likely to respond to an appeal based on faith than were individuals not holding such beliefs, and that this would be likely to include some viewers in a vulnerable position such as those seeking advice, solutions and solace from financial or health difficulties. As such, where an appeal amounted to improper exploitation as set out in the Breach Decision in this case, the potential for harm for viewers of a religious service was considerable.
105. Ofcom also carefully considered the Licensee's representations that pastors featured on Loveworld are devout Christians who believe in the practice of sowing and reaping, and in the benefits the audience would reap following a monetary donation. Ofcom recognises the significance of reaping and sowing as part of the Christian faith in line with the Article 9 rights of

both the Licensee and the channel's audience, and notes that encouraging such beliefs and practices does not in itself involve breaching the Code. However, we did not consider that the sincerity with which views are held mitigates the potential to harm viewers from content which does breach the Code, including that encouraging donations to be made regardless of affordability.

Any gain (financial or otherwise) made by the regulated body in breach (or any connected body) as a result of the contravention

106. The representations made by the Licensee in relation to the Breach Decision said that this programme was not used to solicit funds for LL. It said that the programme was "transmitted on behalf of Christ Embassy which is a registered charity" and that the relationship the Licensee had with Christ Embassy "remains a business relationship". We have no evidence to suggest that the Licensee made any financial or other gain from these breaches of the Code. However, noting the business relationship between LL and Christ Embassy, there was some potential for financial gain to a connected body.

Whether in all the circumstances appropriate steps had been taken by the Licensee to prevent the contraventions

107. The Licensee's compliance procedures were evidently inadequate to prevent the breach of the harm requirements in the Code. We were particularly concerned that previous breaches had highlighted the inadequacies of compliance measures and the need for steps to improve them, but that these had not been effective in relation to content not related to Coronavirus.

108. Following the previous, recent breaches and sanction decisions Ofcom has engaged with the Licensee on a number of occasions in relation to measures LL said it would take to improve its compliance. Details of the assurances made to Ofcom are outlined in paragraphs 97, 98 and 100. Taking all of these factors into account, we considered that the Licensee would have been familiar with the rules in the Code related to providing adequate protection to audiences from harm and ought to have taken appropriate steps to prevent further breaches in relation to potentially harmful material. We took into account that the breaches in this case did not relate to information regarding the Coronavirus pandemic, unlike the previous breaches and sanctions against LL.

109. Ofcom also took into account LL's representations during the investigation of the Breach Decision in this case, that this programme was broadcast on behalf of Christ Embassy and that LL said it was "happy to bring to the attention of Christ Embassy these concerns raised", so that it could "educate their speakers in future as to the use of language on air relating to soliciting of funds for the protection of the general public". Ofcom was very concerned that this aspect of the Licensee's representations implied that it had been heavily reliant on Christ Embassy in relation to ensuring the compliance of broadcast material. Throughout its recent engagement with the Licensee, Ofcom has emphasised that, whilst it is important that licensees inform programme makers and contributors of the requirements of the Code, licensees themselves remain at all times responsible for the compliance of all material broadcast on their services, and for any potential contraventions.

110. Given the factors above, Ofcom was concerned that the circumstances of this case demonstrated that the Licensee had, at the time of the breach, an ineffective approach to compliance with the Code and had not taken appropriate steps to prevent the contraventions.

The extent to which the contravention occurred deliberately or recklessly, including the extent to which senior management knew, or ought to have known, that a contravention was occurring or would occur

111. Ofcom considered that the Licensee should have taken into account the breach and sanction decisions related to its broadcasts on 7 April 2020, 1 December 2020, and 11 and 12 February 2021 in its consideration of how to comply this broadcast of *Your Loveworld*. However, Ofcom took into account that LL had not previously breached the Code or had a statutory sanction imposed in relation to the broadcast of content that solicited donations as part of religious programming.

112. We have no evidence that the breaches occurred deliberately or with the knowledge of LL's senior management and, for the reasons set out above did not consider this contravention to be deliberate or reckless.

*Whether the contravention in question continued, or timely and effective steps were taken to end it, once the regulated body became aware of it*

113. The Licensee did not appear to be aware of the issues concerning the programme that Ofcom found in breach until we wrote to it on 17 November 2021 to inform it that, following monitoring carried out in light of previous breaches, Ofcom had identified content that it considered may raise issues under the Code. In response, the Licensee initially said that *Your Loveworld* is a "Christian programme" that was "not harmful". Ofcom is not aware of the programme having been repeated.

114. Ofcom also took into account LL's later representations that in response to the Sanction Preliminary View, it had considered the content afresh and acknowledged that, whilst aimed at encouraging the practice of reaping and sowing, some statements in the programme should have been expressed differently. Ofcom also considered the Licensee's representations that it said it had reviewed the broadcast with its staff and the *Your Loveworld* pastors. It said that in doing so, it had identified issues with the broadcast and had discussed future compliance for content that included requests for donations from audiences with staff.

115. Ofcom considered this was a positive development in terms of LL seeking to understand why the content was considered in breach, and seeking to avoid repetition. However, we remained concerned about the timeliness and effectiveness of steps to improve compliance measures and procedures related to potentially harmful content. We noted the Licensee has made assurances to Ofcom about improvements to its compliance procedures in its engagement with Ofcom about its previous Code breaches. Therefore, Ofcom decided its executive should engage further with LL in the form of a compliance meeting to discuss learnings from this case, measures the Licensee has taken to prevent any future similar contraventions of the Code and ongoing compliance procedures.

*Any steps taken for remedying the consequences of the contravention*

116. Ofcom is not aware of any steps taken by LL to remedy the consequences of the broadcast.

*Whether the regulated body in breach has a history of contraventions (repeated contraventions may lead to significantly increased penalties)*

117. Ofcom has made the following findings in relation to Loveworld. These findings were published in Ofcom's Broadcast and On Demand bulletin:

118. In our breach and sanction decision regarding the separate broadcasts of *Full Disclosure*<sup>18</sup> on 11 February 2021 at 17:00 and 12 February 2021 at 11:00, Ofcom found LL in breach of Rules 2.1 and 2.2 of the Code. The programmes contained harmful and materially misleading statements about the Coronavirus pandemic and vaccine rollout and had the potential to cause significant harm without providing adequate protection to viewers. This included, but was not limited to, claims that the Coronavirus vaccine, "is just like getting Covid-19, Sars-Covid-2 virus". That there

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<sup>18</sup> See footnote 16.

had been a number of serious side effects or medical complications from taking a Coronavirus vaccine, including “How many people have you heard about who are 80, of taking the vaccine and died as a result?”, “We’ve seen people dying. We’ve seen people with adverse reactions. We’ve seen people who no longer can walk”, and a claim that a pregnant woman had a miscarriage “within hours or within days” of taking a vaccine. The programme also contained claims that alternative treatments for the Coronavirus were available but were being deliberately withheld from UK patients for financial reasons, and that in Wales, Coronavirus “was not even in the top ten biggest killers in the country” when it had been the leading cause of death at the time for the second consecutive month. In its representations, LL said that it had “elaborated on the new compliance processes” but did not provide details as to how its compliance procedures had been elaborated upon.

119. A sanction decision to direct the Licensee to broadcast statements of Ofcom’s findings was issued alongside the standards breach decision given the serious breaches in these cases, and in order to remedy the potential harm caused as quickly as possible in the context of the Coronavirus pandemic. Ofcom then considered whether it was appropriate to impose a further sanction. On 5 October 2021, Ofcom imposed a financial penalty of £25,000 for breaches of Rules 2.1 and 2.2 of the Code. Ofcom outlined in its full sanction decision that this was not an indicator that the breach was of a lesser degree of seriousness than that for which a substantially higher penalty was imposed in *Global Day of Prayer* (outlined below). Importantly, the assurances made during the sanction procedure for LL’s broadcast of *Global Day of Prayer* had not concluded at the time of the two *Full Disclosure* broadcasts. However, the penalty recognised that the evidence we had at the time indicated that the previous penalty had a deterrent effect and had led to significant changes in the Licensee’s approach to compliance.
120. In our breach and sanction decisions regarding the *Global Day of Prayer*<sup>19</sup> broadcast on 1 December 2020 for 29 hours and 15 minutes, Ofcom found LL in breach of Rules 2.1 and 5.1 of the Code. The programme featured potentially harmful, highly contentious and unevidenced conspiracy theories about the Coronavirus, without sufficient challenge or context. The programme included claims that the pandemic was “planned” and linked to 5G technology; that face masks were “evil” and harmed health; that Coronavirus testing was fraudulent and a way to deceive the public and that the vaccines contained nanochips and were part of a “New World Order”. The programme also contained news reports that broadcast statements that were not duly accurate about the Coronavirus, without sufficient challenge or context. This included theories that: the Coronavirus pandemic was part of a “deep state” conspiracy; lockdown measures in response to the Coronavirus pandemic were fraudulent; testing for the Coronavirus was fraudulent; and the scale of the pandemic had been exaggerated. In its representations, LL gave a list of remedial steps it intended to take, including that it would:
- a) review its broadcasts in future “to omit any potentially harmful claims in relation to Covid”;
  - b) monitor live programmes, including Pastor Chris’ sermons, and make use of a broadcast delay mechanism to omit potentially harmful claims about the Coronavirus;
  - c) not broadcast the *Global Day of Prayer* again, or feature it on its website;
  - d) brief its presenters on compliance with the Code, Ofcom’s Guidance and Ofcom’s recent decisions about content relating to Coronavirus;

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<sup>19</sup> See footnote 15.

- e) make use of on-screen disclaimers in future advising viewers to “consult qualified medical practitioners and/or official Government advice, before making any decisions based on any broadcasts relating to Covid”;
- f) tell its presenters to provide appropriate challenge to “to guests making unproven claims, and/or expressing views contrary to official government advice and/or mainstream science”; and
- g) brief its presenters in the need for them to “take particular care and act responsibly” and to “give due weight to official Government advice and/or mainstream science”.

121. A sanction decision was issued alongside the standards breach decision, directing the broadcast of statements of Ofcom’s findings, in order to remedy the potential harm caused as quickly as possible given the serious breaches in these cases in the context of the Coronavirus pandemic. Ofcom then considered whether to impose a further sanction in addition to the direction in this case. On 30 March 2021, Ofcom published a Sanction Decision<sup>20</sup> imposing a financial penalty of £125,000 against LL. In its representations on Ofcom’s sanction Preliminary View during the sanction procedure, LL said that following these breaches it recognised “where the weakness may be and that needs to be strengthened and strengthened quickly”. It also accepted its compliance “regime was not as rigorous as it should have been” and added it was “anxious to remedy any issues”. LL also outlined steps it intended to take in order to improve its compliance, including:

- a) it had installed a new system which enabled a 20 second delay to live feeds;
- b) it had arranged sessions with an experienced TV and radio compliance consultant who would be able to produce a report outlining the compliance measures that had been put in place following the sessions; and,
- c) it had recently employed a new Head of News based in its London studio to exercise editorial oversight of its news and current affairs content.

122. Ofcom outlined in this sanction decision that it would follow up on the assurances given by LL and would require confirmation that it had carried out the changes it said it would undertake. Ofcom also said it would take the assurances given in this case into account in considering any future breaches committed by this Licensee.

123. In our breach and sanction decisions regarding *Loveworld News* and *Your Loveworld*<sup>21</sup> broadcast on 7 April 2020 at various times, Ofcom found LL in breach of Rule 2.1 in both programmes in addition to Rule 5.1 in the case of *Loveworld News*. Both broadcasts featured potentially harmful statements about the Coronavirus pandemic and adequate protection was not provided to viewers and, in the case of *Loveworld News*, statements on a news programme were not presented with due accuracy. Ofcom found that a report on *Loveworld News* included unsubstantiated claims that 5G was the cause of the pandemic, and that this was the subject of a “global cover-up”. Another report during the programme presented the anti-malarial medication hydroxychloroquine as a “cure” for Covid-19, without acknowledging that its efficacy and safety as a treatment was clinically unproven. A sermon broadcast on *Your Loveworld* also included unsubstantiated claims linking the pandemic to 5G technology; as well as claims which cast serious doubt on the need for lockdown measures and the motives behind official health advice on Covid-19, including in relation to vaccination. The material included in the programmes was presented as facts without evidence or challenge.

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<sup>20</sup> See footnote 15.

<sup>21</sup> See footnote 14.

124. In its representations on the Preliminary View of the breach decisions for the broadcast of these programmes, LL gave a list of remedial steps it intended to take, which included:

- a) to review all of its broadcasts carefully in future to omit any potentially harmful claims in relation to COVID-19 and 5G, unless there was at the same time adequate protection for the public;
- b) to monitor 'live' parts of Loveworld News and "all other such programmes", and broadcast with a sufficient delay mechanism to allow time for any potentially harmful claims in relation to COVID-19 and 5G to be omitted (or adequate protection included);
- c) not to repeat identified or similar statements to those giving rise to the breach;
- d) briefing presenters on Ofcom's guidance to broadcasters in relation to COVID-19; recent published decisions covering programmes featuring COVID-19 discussions; the use of appropriate disclaimers and advice; making appropriate challenges in response to guests making unproven claims, or expressing views contrary to official government advice or mainstream science; and taking account of the impact of their role on viewers and relevance of giving due weight to official government advice and mainstream science.

125. A sanction decision was published alongside the breach decisions in order to remedy the potential harm caused as quickly as possible in the context of the pandemic at that time. This directed the Licensee to broadcast two separate statements of Ofcom's findings in relation to the breaches. Ofcom then went on to consider whether to impose a further sanction in addition to the directions in this case. On 22 June 2020, Ofcom published a Sanction Decision<sup>22</sup> that concluded that, due to a range of factors including the particular context in this case and the remedial steps proposed by the broadcaster, the direction to broadcast statements of findings was sufficient at that stage, and no further sanction was imposed.

126. The Sanction Panel did, however, ask the Ofcom Executive to engage with the Licensee further to discuss its compliance with the Code. LL attended a compliance meeting with the Ofcom Executive in August 2020 in which its representations during the investigation, its compliance procedures and its planned compliance improvements were discussed.

127. We acknowledged that the Licensee's previous breaches, sanctions and many of its remedial steps and new compliance procedures referred to material specific to the Coronavirus pandemic. However, given the remedial steps the Licensee assured Ofcom it would take as part of its representations in relation to the previous breaches and sanctions, we were particularly concerned this latest breach demonstrated that LL had failed to take the remedial steps it had assured Ofcom it would action. We therefore considered the Breach Decision in this case represented a further failure of compliance in providing adequate protection to audiences from potentially harmful material.

128. In our Decision *The Healing School* broadcast 10 November 2017 at 06:30 and 10:00<sup>23</sup>, Ofcom found LL in breach of Rule 2.1. Our investigation found that two programmes about a place called The Healing School, described on its website at the time as "a healing ministry of Rev. Chris Orakhilome (Ph.D) which takes divine healing to the nation"<sup>24</sup> included accounts of people that had been healed of illnesses through attending The Healing School. Ofcom found that viewers of the programme may have been led to believe that conventional medicine was

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<sup>22</sup> See footnote 14.

<sup>23</sup> See [Ofcom Broadcast and On Demand Bulletin Issue 358](#).

<sup>24</sup> Link quoted in Standards Decision, see <http://www.enterthehealingschool.org/about-us.html>.

unlikely to be able to cure or treat their illnesses effectively, but that The Healing School was able to remedy those ailments completely. Although the programme contained no direct instruction to reject conventional medicine, there was the potential that viewers may have either failed to seek conventional medical advice or stopped following a course of recommended medical treatment as a result of what they had seen in the programmes. Ofcom considered that the Licensee had not taken steps to provide viewers with adequate protection from the claims made in the programme. For instance, no warning about seeking advice from a GP or additional information regarding the continuation of conventional medical treatments were included in the programmes.

129. The above investigations all involved breaches of Rule 2.1. Ofcom has also found LL in breach of TLCS Licence Conditions in one decision. The Licence Conditions concerned late payment of licence fees (one breach)<sup>25</sup>.

130. Ofcom has therefore recorded five breaches of standards rules, one breach of licence conditions and three sanctions decisions against LL since its licence for Loveworld started in August 2004. All breaches have occurred in the past five years.

*The extent to which the regulated body in breach has cooperated with our investigation.*

131. In Ofcom's view, the Licensee has been cooperative. For example, it provided written representations in response to Ofcom's formal requests for information relating to the material broadcast and both written and oral representations in response to Ofcom's Sanction Preliminary View.

**Precedent**

132. In accordance with the Penalty Guidelines, in coming to this Decision, Ofcom has had regard to relevant precedents set by previous cases including sanctions under Rule 2.1 of the Code and the following decisions as being of particular relevance. Ofcom noted there have no previous cases including sanctions under Rule 4.6. It noted the following relevant cases in relation to Rule 2.1 (in relation to the three sanctions in relation to LL itself, as discussed above). In the precedent cases involving LL, Ofcom has taken into account previous assurances made to Ofcom about the Licensee's compliance procedures.

133. **11 and 12 February 2021, Loveworld Limited** detail provided in paragraphs 94 and 95.

134. **1 December 2020, Loveworld Limited** detail provided in paragraphs 96-98.

135. **7 April 2020, Loveworld Limited** detail provided in paragraphs 99-102.

136. **28 January 2018, Greener Technology Ltd (Ben TV)**<sup>26</sup> Ofcom imposed a financial penalty of £25,000, directed the licensee not to repeat the programme and directed the Licensee to broadcast a statement of Ofcom's findings on its service Ben TV for a breach of Rule 2.1 of the Code. *Peter Popoff Ministries* included a series of invitations to viewers to order the ministry's "FREE MIRACLE SPRING WATER". These were broadcast alongside testimonies from attendees of Mr Popoff's services about the effect of the water. The attendees claimed, or strongly implied, that the water had cured them of serious illnesses, such as cancer and kidney failure. Ofcom found that the claims had the potential to cause harm because members of the audience may have been led to believe that the "miracle spring water" alone was sufficient to cure their health conditions and that it was unnecessary to rely on, or continue receiving, conventional medical treatment. We considered this could have a damaging effect on vulnerable viewers targeted by the presenter's offer of the "miracle spring water". The

<sup>25</sup> See [Ofcom Broadcast and On Demand Bulletin 373](#).

<sup>26</sup> See [Broadcast and On Demand Bulletin, Issue 367](#), 3 December 2018 and [Ofcom Sanction Decision October 2019](#).

programme contained no information to alert viewers to the importance of seeking conventional medical advice from qualified doctors about the health conditions mentioned in the programme, nor was any challenge provided. Ofcom considered that given the religious nature of the programme, there was an increased risk that viewers would be susceptible to claims about the water's effectiveness. Ofcom therefore found that Greener Technology Ltd had failed to adequately protect viewers from potentially harmful material in the programme.

137. **10 November 2017, Loveworld Limited** detail provided in paragraph 104.

#### Summary of sanctions precedents

138. Ofcom considered the nature and the content in the cases listed in paragraphs 109-113 to be of particular relevance to the current case. However, we note that under the Penalty Guidelines<sup>27</sup>, Ofcom may depart from precedents set by previous relevant cases, depending on the facts and context of each case.

139. Ofcom took into account that in the above sanction precedents in cases in which a breach and sanction decision was published, and the contravention was the licensee's first serious breach, Ofcom had not imposed additional sanctions following directions to broadcast statements of Ofcom's findings. Ofcom acknowledged that this is the first time LL has breached the Code in relation to content soliciting for donations and Rule 4.6. However, we noted that this broadcast of *Your Loveworld* is the sixth programme the Licensee has broadcast in the past two and a half years in breach of Rule 2.1, and that despite repeated assurances made by Loveworld in its representations on the previous breaches and sanctions recorded, further breaches have occurred.

#### **The size and turnover of the regulated body when considering the deterrent effect of any penalty**

140. As set out in our Penalty Guidelines, the central objective of imposing a penalty is deterrence. The amount of any penalty must be sufficient to ensure that it will act as an effective incentive to ensure compliance, having regard to the seriousness of the infringement. Any proposed penalty must be proportionate taking into account the size and turnover of the Licensee, its rights under Article 10 of the Convention and the fact that deterrence is the central objective of imposing a penalty.

141. In reaching its Decision on the imposition and level of a sanction, Ofcom has taken account of the information submitted by the Licensee's for its qualifying revenue in order to determine the statutory maximum for the penalty that can be imposed. The maximum penalty which may be imposed in respect of each contravention of a licence condition is whichever is the greater of £250,000 and five per cent of qualifying revenue and, in this case, that means that the maximum penalty would be £250,000.

142. As outlined in paragraph 33, in its representations during the Breach Decision and the sanction procedure, LL said it would [CONFIDENTIAL ✂]. Ofcom therefore did not consider LL was unable to pay for a financial penalty in this case.

143. In October 2021, we imposed a financial penalty of £25,000 for the broadcasts of *Full Disclosure* after having imposed a financial penalty of £125,000 in March 2021 for the broadcast of *Global Day of Prayer*<sup>28</sup>, which both involved content with significant potential for serious harm. Ofcom considered, given the evidence LL gave in its representations to Ofcom that it had significantly improved its compliance procedures, the most recent fine of £25,000 was proportionate but not an indicator that the breaches were of a lesser degree of seriousness than that for which a substantially higher penalty was imposed in *Global Day of Prayer*. It was, instead, a recognition that the evidence Ofcom had at the time indicated that the £125,000 fine had a deterrent effect

<sup>27</sup> See footnote 6.

<sup>28</sup> See footnote 15.

and had led to significant changes in the Licensee's approach to compliance. In reaching this conclusion, Ofcom took into account monitoring it had undertaken at the time which indicated there had been improvements in its compliance in relation to content about the Coronavirus pandemic.

144. However, in the course of that monitoring, Ofcom identified the material in the Breach Decision. We took into account that the material broadcast in this case related to soliciting for donations and encouraging potentially vulnerable viewers to donate beyond their means, exposing themselves to potential financial risk in exchange for the promise of financial and health rewards based on their religious faith. We therefore considered that while this was a further breach of Rule 2.1 and evidence that the Licensee was not able to adequately comply its broadcast material so as to protect audiences from the inclusion of harmful content, the further breaches in the Breach Decision differed in terms of the subject matter.
145. Consistent with Article 9 rights to freedom of religion, Ofcom considered that the inclusion of content encouraging the Christian practice of sowing and reaping was likely to be within audience expectations for a Christian channel. However, Ofcom considered explicit the encouragement of viewers to donate money, even if it meant spending beyond their means in the expectation they would receive financial or health rewards in return failed to adequately protect them from potential harm. While we acknowledge the appeal for donations was made by pastors who genuinely believe in sowing and reaping as an act of faith, we considered the programme was likely to be watched by members of the Christ Embassy and adherents of its teachings. In our view, these viewers would consider the pastors as people of religious authority and therefore they would be more susceptible to the requests for money, and therefore that the potential for harm in the absence of adequate protection was heightened, particularly for those viewers looking to a religious channel for advice, solutions and solace in the light of financial or health difficulties.
146. Ofcom took into account that in its representations on the Sanction Preliminary View, LL acknowledged that in retrospect, aspects of the programme could be seen to exceed typical programming of this nature. We acknowledged the steps the Licensee has taken to prevent a recurrence of these breaches.
147. Ofcom took into account LL has recorded no further breaches related to its coverage of public health crises or the Coronavirus pandemic and therefore considered that aspects of the assurances made by the Licensee in previous engagement had been met and that the previous financial penalties had, to an extent, acted as a deterrent and encouraged the Licensee to take steps to improve its compliance.
148. For all the reasons set out above, Ofcom considers it is proportionate to impose a financial penalty on the Licensee of £15,000.
149. Ofcom remains concerned about the Licensee's ongoing commitment and ability to ensure it complies with the Code. We particularly note that the potential harm in this case also exploited the susceptibilities of the channel's audience in relation to religious programming.
150. Ofcom highlighted in its most recent sanction Decision regarding LL that protecting audiences through compliance with the Code is a long-term investment for Licensees. In the most recent case, the Sanction Panel requested that the Licensee should attend a meeting with Ofcom Executives to provide evidence of its ongoing compliance three months after the publication of that Sanction Decision. However, prior to that date, Ofcom had launched the investigation that resulted in the Breach Decision and was unable to carry out the meeting with the Licensee.
151. The Sanction Panel in this case requested that this meeting should be carried out following the conclusion of this sanction procedure, and that the Licensee should attend a meeting with Ofcom Executives to provide evidence of its ongoing compliance three months after the

publication of this Sanction Decision. This will allow Ofcom to satisfy itself that the Licensee is continuing to comply content and protect audiences. Ofcom will also continue to employ targeted and proportionate monitoring of Loveworld services to ensure compliance with the Code.

**Decision**

152. To achieve Ofcom’s central objective of deterrence, we have carefully considered the nature and level of statutory sanction that should be imposed. In doing so, we have taken account of the particular seriousness of the breaches, the Licensee’s representations, the Licensee’s size and financial position, and relevant precedent cases. We have also had regard to our legal duties, as set out in the Breach Decisions, including the need to ensure that any sanction we impose is proportionate, consistent and targeted only at cases where action is needed.

153. Having regard to all the factors set out above, Ofcom’s Decision is that it is appropriate to impose a statutory sanction for the Code breaches and it would be proportionate (i) to direct the Licensee to broadcast a statement of Ofcom’s findings at a date and time to be decided by Ofcom, and (ii) to impose a financial penalty of £15,000 (payable to HM Paymaster General).

154. In Ofcom’s view, this sanction is appropriate and proportionate in the circumstances of this case and should send a clear message of deterrence, both to the Licensee and also to other broadcasters, against any future breaches of a similar nature.

**Ofcom**

**[5 December 2022]**