

Advertising Standards Authority

Broadcast Advertising
Adjudications

8 June 2005



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ADVERTISER: Floors-2-Go plc
AGENCY: Wordley Productions
Date: 8 June 2005
Media: Television
No. of complaints: 4

COMPLAINT:

Commercials announcing Floors-2-Go Spring Clearance said "... that means no ifs, no buts, because we have reduced every single range. And there are amazing discounts of up to 70% off." Later in the advertisements the voice-over said "... with every range reduced and with up to 70% off."

Four viewers, three who visited the same store in Salford, believed the advertising was misleading. They understood from the commercial that all the flooring in each of the available ranges were reduced. However, reductions applied only to selected items in each range.

ADJUDICATION: Complaint upheld

The advertiser confirmed that at least one product in each range was reduced. It said that every one of its hardwood and solid products was on offer with at least 10% off, and there were three ranges of flooring which had every colour in the range reduced by 70%. Altogether, there were around 100 individual products with discounts. The Salford store had applied the Spring Clearance offer correctly, with at least one product from each range reduced. Floors-2-Go pointed out that thousands of customers had visited its stores as a result of the advertising and had been happy with the purchases made.

We understood the intention had been to explain that something from each range was on sale. However, this was unclear from the advertisement. The wording was ambiguous and we believed viewers could be left with the overall impression that all the flooring, in all of the ranges, had been reduced. In the circumstances, we considered that the advertising breached CAP (Broadcast) TV Advertising Standards Code Rules 5.1 (Misleading advertising) and 5.2.3 (Qualifications).

ADVERTISER: Instructor College
AGENCY: Galaxy 105 Creative Services
Date: 8 June 2005
Media: Radio
No. of complaints: 1

COMPLAINT:

A radio advertisement for a driving instructor school said "There's not many guarantees in this life. Especially with your career. But if you've had a driving license for three and half years or more there's one thing that is guaranteed. Call the instructor college on 0500 17 00 17, become a driving instructor and you're guaranteed a position with a local or national driving school."

A listener complained that the advertisement was misleading, because he believed that the advertiser could not guarantee positions with local or national driving schools.

ADJUDICATION: Complaint upheld

The Radio Advertising Clearance Centre (RACC) sent a copy of the terms and conditions relating to the advertiser's "guaranteed placement scheme", which it said showed that the claim in the advertisement was not misleading. The document asked for and seen by the RACC stated that successful graduates were guaranteed "at least one self-employed position as a driving instructor with a driving school" and outlined the two options available to new graduates, "example 1, going it alone" and "example 2, franchise with an existing driving school" (the guaranteed position).

We noted that the advertiser operated a "guaranteed placement scheme", which guaranteed to place trainees in franchises, on a self-employed basis, with a local or national driving school. We noted, however, that the advertisement claimed that trainees were guaranteed "a position" with a driving school and we believed that listeners would infer they were being guaranteed a job with a regular income rather than a franchise. We considered that the claim to guarantee a "position" was likely to mislead. We reminded the advertiser that a previous ASA adjudication, relating to claims made in non-broadcast advertising, had concluded that the claim "guaranteed job placement" was misleading and had asked that future advertisements state that the advertiser offered a "guaranteed placement scheme". We believed that listeners were likely to consider "position" and "job" as synonymous terms and therefore concluded that the radio advertisement was in breach of CAP (Broadcast) Radio Advertising Standards Code Section 2, Rules 3 (Misleading advertising).

ADVERTISER: McKeith Research Ltd
AGENCY: Chris Horton Films Ltd
Date: 8 June 2005
Media: Television
No. of complaints: 1

COMPLAINT:

An advertisement for the book *You Are What You Eat* by Dr Gillian McKeith, which featured her on the front cover, was shown in the commercial break following the programme *You Are What You Eat*, in which she appeared. The advertisement featured her voice saying 'Hi. This is Gillian McKeith. Please be sure to get my new *You Are What You Eat* cookbook with over 150 delicious recipes. Available now at booksellers everywhere'. It was scheduled as the second advertisement in the break.

A viewer complained that the advertisement contravened the rules on scheduling as it featured, in picture and voice, a person who had also appeared in the preceding programme.

ADJUDICATION: Complaint upheld

Channel 4 said the advertisement was given BACC approval to be scheduled in the advertising break following the programme provided it was not first in the break. It believed the scheduling of the advertisement was acceptable because it was for a product based on the programme and the Code allowed for this.

We accepted that the product was based on the programme. However, the CAP (Broadcast) TV Advertising Standards Rules on the Scheduling of Advertising Rule 4.2.7 (b) does not permit advertisements which feature a person who appears regularly as a leading performer or participant in a series or serial to be shown in or adjacent to an episode regardless of the position in the break. The only exception to this is for advertisements for products or services based on the programme which contain an actual extract from the programme, which had not occurred in this case. The scheduling of the advertisement was therefore in breach of CAP (Broadcast) TV Advertising Standards Rules on the Scheduling of Advertising Rule 4.2.7 (b) (Persons appearing in advertisements and in programmes).

ADVERTISER: ntl Group Ltd
BROADCASTER: Broadband UK
Date: 8 June 2005
Media: Television
No. of complaints: 1

COMPLAINT:

A teleshopping broadcast appeared on Broadband UK (a self-promotional channel owned by ntl) advertising ntl's "3 for £30" package, which included a telephone service, a digital television service and a broadband internet service. The broadcast claimed that ntl's 300K broadband was "more than 5 times faster than standard 56K dial-up internet". When listing the services that would be faster using ntl's broadband the presenter said "e-mail your friends and family all around the world a lot faster, in fact five times faster".

1. A viewer objected that the advertisement was misleading, because he believed that the advertiser's service was only five times faster than standard dial-up internet in terms of its download speed; he believed that the upload speed of the advertiser's service was 150K and was not, therefore, five times faster than standard dial-up internet.
2. The Authority challenged the claim that the advertiser's broadband allowed its users to e-mail "five times faster", because we understood that e-mails would only be received five times faster.

ADJUDICATION:

1. Complaint upheld

The broadcaster explained that download speed referred to activities that were downloaded or received from the internet to a personal computer, such as web pages, photos, music tracks or documents; upload speed referred to activities that were uploaded or sent from a personal computer to the internet, for example when sending an email containing a photograph. The broadcaster said it was standard industry practice to refer to the speed of broadband only in terms of download speed and provided a number of examples of similar claims made by its competitors. It stressed that the "5 times faster than standard 56K dial up" claim referred only to download speed and that the advertisement did not refer to upload speed.

We noted that it was industry practice to quote the speed of broadband internet in terms of download speed and that the advertisement made no reference to upload speed. We believed, however, that consumers increasingly used the internet to upload material; for example with pictures taken on digital cameras being shared on the internet. We felt that consumers were now more likely to interpret the claim as meaning that all internet use (downloading and uploading) would be five times faster unless told otherwise. We believed that in order for consumers to assess fairly the value of the advertiser's broadband service, the advertisement should have made clear that its claim "5 times faster than standard 56K dial-up" was limited to download speed. We concluded that the advertising was misleading.

2. Upheld

The broadcaster said it was willing to change the claim to state “receive e-mails five times faster” in its future advertising.

We considered that, without qualification, the claim “e-mail your friends and family all around the world a lot faster, in fact five times faster” was likely to mislead viewers. We welcomed the amendment suggested by ntl and considered that it would help remove the implication that the broadband service allowed users to send and receive e-mails five times faster. Nevertheless, we concluded that the advertisement was misleading in its current form.

The advertisement was in breach of the CAP (Broadcast) TV Advertising Standards Code Rules 5.1 (Misleading advertising) and 5.2.3 (Qualifications).

Important note on the use of speed of broadband

This adjudication might affect other advertising approved in good faith. Licensees should ensure that such advertising is amended as soon as possible within a “grace period” of three months from 8 June.

For guidance, please enter the word “Internet” on the AdviceOnline database at www.cap.org.uk. Although it is tailored for non-broadcast advertising, the “Internet” advice has no media-specific aspects and is equally applicable to broadcast advertising.

ADVERTISER: QVC
BROADCASTER: QVC
Date: 8 June 2005
Media: Television
No. of complaints: 1

COMPLAINT:

A Daewoo DVD Home Cinema System was advertised on QVC. The presenter said the DVD player 'plays every conceivable disc that you could possibly throw in its direction.'

A viewer, who purchased the system, said the system could not play DVD-RAM discs or those containing Windows Media Audio (WMA) files and therefore complained it was misleading.

ADJUDICATION: Complaint upheld

QVC said the advertising was essentially accurate as the DVD player could play every available category of disc, just not necessarily in every format. It said it regretted unintentionally giving the wrong impression and offered assurances that future presentations would be amended.

We welcomed the assurances from the licensee that the advertising would be amended. However as it had claimed the DVD player would play 'every conceivable disc' we felt viewers would reasonably expect it to play DVD-RAM discs and WMA files. The advertising was therefore in breach of CAP (Broadcast) TV Advertising Standards Code Rule 5.1 (Misleading Advertising).