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**MINUTES of the COMPLAINTS COMMITTEE MEETING**  
**Tuesday 25 April at 10.30am**  
**Gate House**

**Present**

Andrew Pettie, Deputy Chair  
Nazir Afzal  
Andy Brennan - *Items 1 -11*  
David Hutton (remotely)  
Alastair Machray  
Asmita Naik (remotely) *Items 1 -10*  
Mark Payton  
Allan Rennie  
Miranda Winram (remotely)  
Ted Young

**In attendance:**

Charlotte Dewar, Chief Executive  
Alice Gould, Senior Complaints Officer  
Sebastian Harwood, Senior Complaints Officer  
Emily Houlston-Jones, Senior Complaints Officer  
Michelle Kuhler, PA, minute taker

**Also present: Members of the Executive:**

Sarah Colbey  
Rosemary Douce  
Tom Glover (remotely)  
Natalie Johnson (remotely)  
Dr Beth Kitson  
Molly Richards  
Hira Shah

**Observers:**

Jonathan Grun, Editors' Code of Practice

1. Apologies for Absence and Welcomes

Apologies were received from Edward Faulks, Robert Morrison and Helyn Mensah.

2. Declarations of Interest

Declarations of interest were received from Ted Young for item 11, and Alastair Machray for items 11 and 13 (09814-23 Leary v liverpoolecho.co.uk ), they left the meeting for the discussion of these items.

3. Minutes of the Previous Meeting

Subject to a minor amendment on the incorrect date having been recorded, the Committee approved the minutes of the meeting held on 29 March 2023.

4. Matters arising

There were no matters arising.

5. Update by the Deputy Chair – oral

The Deputy Chair welcomed Ted Young to the Committee, this being his first meeting. Ted said how impressed he was with the work that was being done by the Executive at IPSO.

6. Update by the Head of Complaints – oral

Emily Houlston-Jones, Senior Complaints Officer updated the Committee on the status of 18626-22 The Fawcett Society and The WILDE Foundation V The Sun. She also updated the Committee on recruitment and the Executive would welcome two new Complaints Officers to the team next month.

Emily finished by updating the Committee on other casework matters of note, including two complaints under Clause 3 (Harassment).

7. Complaint 11888-23 A man v The Sentinel (Stoke)

The Committee discussed the complaint and ruled that the complaint should be upheld. **A copy of the ruling appears in Appendix A.**

8. Complaint 14117-23 Dines v The Times

The Committee discussed the complaint and ruled that the complaint should not be upheld. **A copy of the ruling appears in Appendix B.**

9. Complaint 11886-22 A woman v lep.co.uk

The Committee discussed the complaint and ruled that the complaint should be upheld. **A copy of the ruling appears in Appendix C.**

10. Complaint 16777-23/ 17308-23 Johnson v Craven Herald & Pioneer/ thetelegraphandargus.co.uk

The Committee discussed the complaint and ruled that the complaint should not be upheld. **A copy of the ruling appears in Appendix D.**

11. Complaint 16498-23/ 16769-23/ 16894-23/ 16898-23 Abbas v Sunday Mirror/ liverpoolecho.co.uk/ lancs.live/ edinburghlive.co.uk

The Committee discussed the complaint and ruled that the complaint should be upheld. **A copy of the ruling appears in Appendix E.**

12. Complaints not adjudicated at a Complaints Committee meeting

The Committee confirmed its formal approval of the papers listed in **Appendix F.**

13. Any other business

09814-23 Leary v liverpoolecho.co.uk

The Committee discussed a specific point under complaint, which had already been considered in correspondence, and agreed that the decision would be confirmed in correspondence.

17261-23 Wilson v The Herald on Sunday, request for review

The Committee discussed this complaint and agreed that it should be re-opened for investigation.

14. Date of next meeting

**The date of the next meeting was subsequently confirmed as Tuesday 23 May 2023.**

## APPENDIX A

### Decision of the Complaints Committee – 11888-22 A man v The Sentinel (Stoke)

#### Summary of Complaint

1. A man, via a representative, complained to the Independent Press Standards Organisation that The Sentinel (Stoke) breached Clause 2 (Privacy) and Clause 12 (Discrimination) of the Editors' Code of Practice in an article headlined "It's upsetting when they don't want help but we have to hope in the future they will engage", published on 30 September 2022.
2. The article reported on the experiences of a rough sleeper Outreach team visiting rough sleeper camps as part of a "week of action". It contained a quote from one of the team who described his upset at rough sleepers who "don't want help" and that it was "a case of [rough sleepers] being ready at that time to access that support". The article named a specific rough sleeper camp, including naming the street it was located near, and stated that there had been "reports from residents of people living on the site". The article stated that the rough sleeper team had "found a man and a woman at the site", and that they were "advised to go [...] for help and advice". Neither individual was named in the article. It stated that the man, the complainant, "had set up his own hut where he was sleeping inside along with a sign warning people not to enter". The article included a quote from the City Council which said they were "aware and working closely with the male" and that the woman was not living at the site. The City Council also stated that it was "trying to get the gentleman housed in his own property as he [was] not in the best health" and that he said he was "engaging with the drug and alcohol service".
3. The article also appeared online, under the headline "Inside makeshift rough sleeper camp next to Stoke Sainsbury's car park", in substantially the same format.
4. The complainant's representative said that the article intruded into his privacy in breach of Clause 2. They said that the complainant was the only person living at the named site, and that the article referring to him clearly identified him even though it did not include his name. They went on to say that they had immediately recognised the complainant as being the "man" referred to in the article, and so had 10-15 other people in their peer group and three people who worked in support roles professionally. The complainant had not been asked whether he consented to information about him engaging with drug and alcohol services being published, and the representative said that reporting this information to do so was a breach of his privacy. The complainant's representative also had concerns that anyone who had read the article and then went on to see the complainant living in the described space would know he was using drug and alcohol services.

5. The complainant's representative also said that the article discriminated against him as it conflated being a rough sleeper with abusing substances – which they said not all rough sleepers do.

6. The publication did not accept a breach of the Code. It stated that it did not consider that the complainant was identifiable from the information included in the article, and initially stated it did not know who the man in the article was as the comments had been provided anonymously from the Council.

7. The publication said that the article did not say that only one man lived at the named site – it noted that the article had stated that residents had reported "people" were living at the site, and then stated that the team "found" the man. It said that, whilst the article confirmed the woman was not a resident of the named camp, it did not state that the man was the only person living there. It stated that the article contained no identifiable information about the man in the article, and considered that the complainant's representative may be aware of personal details the average reader would not, which would have identified him more easily to her.

8. The publication said that, in any case, if the article was about the complainant, he had already publicly spoken about and been named in relation to homelessness. It provided an article to demonstrate this. It also provided two articles from 2013 and 2015 relating to the complaint's previous court cases, in which he was referred to as a "recovering drug addict" and that he was "clean of class A drugs" and "reduced his alcohol intake". Therefore, the publication said that whilst it did not consider that the complainant was identifiable in the article, if he was, the fact he had a history with drugs and alcohol was already in the public domain.

9. The publication also said that there was a strong public interest in reporting and promoting the outcome of charitable help, and in improving public understanding of health and medical matters in relation to homelessness. It said that it the publication of the information under complaint was proportionate in the public interest as the choice had been made to anonymise the man in the article.

10. The publication said that the complaint did not engage the terms of Clause 12.

#### Relevant Clause Provisions

##### Clause 2 (Privacy)\*

- i) Everyone is entitled to respect for their private and family life, home, physical and mental health, and correspondence, including digital communications.
- ii) Editors will be expected to justify intrusions into any individual's private life without consent. In considering an individual's reasonable expectation of privacy,

account will be taken of the complainant's own public disclosures of information and the extent to which the material complained about is already in the public domain or will become so.

iii) It is unacceptable to photograph individuals, without their consent, in public or private places where there is a reasonable expectation of privacy.

#### Clause 12 (Discrimination)

i) The press must avoid prejudicial or pejorative reference to an individual's, race, colour, religion, sex, gender identity, sexual orientation or to any physical or mental illness or disability.

ii) Details of an individual's race, colour, religion, gender identity, sexual orientation, physical or mental illness or disability must be avoided unless genuinely relevant to the story.

#### The Public Interest

There may be exceptions to the clauses marked \* where they can be demonstrated to be in the public interest.

1. The public interest includes, but is not confined to:

- § Detecting or exposing crime, or the threat of crime, or serious impropriety.
- § Protecting public health or safety.
- § Protecting the public from being misled by an action or statement of an individual or organisation.
- § Disclosing a person or organisation's failure or likely failure to comply with any obligation to which they are subject.
- § Disclosing a miscarriage of justice.
- § Raising or contributing to a matter of public debate, including serious cases of impropriety, unethical conduct or incompetence concerning the public.
- § Disclosing concealment, or likely concealment, of any of the above.

2. There is a public interest in freedom of expression itself.

3. The regulator will consider the extent to which material is already in the public domain or will become so.

4. Editors invoking the public interest will need to demonstrate that they reasonably believed publication - or journalistic activity taken with a view to publication – would both serve, and be proportionate to, the public interest and explain how they reached that decision at the time.

5. An exceptional public interest would need to be demonstrated to override the normally paramount interests of children under 16.

### Findings of the Committee

11. The Committee first considered whether the complainant could be said to be identified by the information in the article. It noted the information about the complainant in the article: it reported that the person was male; that he lived in a specific area which was a “notorious” camp for people sleeping rough, including the name of a nearby road; that he was staying in a constructed hut with a sign in front of it; and that he had been present for “a few weeks”. It considered that this information, on balance, would identify the complainant to a local circle of people who were aware of him prior to publication of the article, and to local readers of the article who might then see the complainant at the camp.

12. The Committee then considered whether reporting that the man was currently “engaging with the drug and alcohol service” intruded into his privacy in breach of Clause 2. It noted that the publication had provided articles in relation to the complainant’s past court cases from 2013 and 2015. However, neither of these articles referred to the complainant receiving using “services” in relation to drug and alcohol use, and were from ten and eight years ago respectively. The Committee did not, therefore, consider that the complainant’s current engagement with drug and alcohol services to be in the public domain, and it considered reference to his medical information without his consent to be an unjustified intrusion into his privacy.

13. The Committee then considered the public interest defence put forward by the publication. It noted that the publication had initially stated it was not aware who the man in the article was, but later stated that it had chosen to anonymise the complainant in order to allow it to include the details in the article, which it considered were in the public interest. The Editors’ Code makes clear that editors invoking the public interest must have reached the decision that the publication of the information was in the public interest at the time. As it appeared the publication was not aware of the name of the complainant at the time of publication, the anonymisation of the complainant was not relevant to the public interest defence. The Committee, when considering this, as well as the level of sensitivity of the information, did not outweigh the intrusion into the complainant’s privacy, and therefore there was a breach of Clause 2.

14. The Committee then considered whether the reference to the complainant’s use of drug and alcohol services amounted to discrimination in breach of Clause 12. It considered that stating the complainant was using these services could imply a reference to a physical or mental illness. However, the Committee took

into account the nature of the article, which was about services being provided to local people by the council. In these circumstances, notwithstanding that it had found that the presentation of the story breached the complainant's privacy, the Committee found that any implied reference to a potential physical or mental illness was relevant to telling this legitimate story of local public interest, rather than being a discriminatory reference to an irrelevant characteristic. There was no breach of Clause 12.

### Conclusions

15. The complaint was upheld under Clause 2.

### Remedial action required

16. Having upheld the complaint under Clause 2, the Committee considered the remedial action that should be required. Given the nature of the breach, the appropriate remedial action was the publication of an upheld adjudication.

17. The Committee considered the placement of this adjudication. The original article had been published on page 5 of the newspaper, and the print version of the adjudication should be published on the same page, or further forward. With regards to the online version, the adjudication should be published on the newspaper's website, with a link to the full adjudication appearing on the top half of the homepage for 24 hours; it should then be archived in the usual way. If the article remains online and unamended, the full text of the adjudication should be added to the article. If the information which caused the breach is removed, a link to the adjudication should be published. The headline to the adjudication should make clear that IPSO has upheld the complaint, refer to the subject matter and be agreed with IPSO in advance of publication.

18. The terms of the adjudication for publication are as follows:

A man complained to the Independent Press Standards Organisation, the press regulator, that The Sentinel (Stoke) breached Clause 2 (Privacy) of the Editors' Code of Practice in an article headlined "It's upsetting when they don't want help but we have to hope in the future they will engage", published on 30 September 2022.

The complaint was upheld, and IPSO required the Sentinel to publish this adjudication to remedy the breach of the Code.

The article reported on the experiences of a rough sleeper Outreach team visiting rough sleeper camps as part of a "week of action" and included information about one person who was in touch with the service, who it said was "engaging with the drug and alcohol service".

The complainant said that the article intruded into his privacy in breach of Clause 2. He had not been asked whether he consented to information



about him engaging with drug and alcohol services being published in the newspaper. Although he was not named in the article, he said that the level of information in the article clearly identified him even though it did not include his name. He said that he had been recognised by people due to the article.

IPSO considered that the article did identify the complainant – both to those who already knew him and to people who may have seen him after the article. It also considered that reference to his use of drug and alcohol service to be medical information about him, which when published without his consent, amounted to be an unjustified intrusion into his privacy. Furthermore, IPSO did not consider that publishing the information was in the public interest. There was a breach of Clause 2.

IPSO thus upheld the complaint as a breach of Clause 2 (Privacy) of the Editors' Code and ordered the publication of this ruling.

Date complaint received: 10/10/2022

Date complaint concluded by IPSO: 18/05/2023

## APPENDIX B

### Decision of the Complaints Committee – 14117-23 Dines v The Times

#### Summary of Complaint

1. Sarah Dines MP complained to the Independent Press Standards Organisation that The Times breached Clause 1 (Accuracy) of the Editors' Code of Practice in an article headlined "I shall stand against Boris myself if he comes north", published on 4 January 2023.

2. The article was a comment piece which appeared on page 22 in the "Notebook" section of the newspaper. The columnist reported that "wild rumours [were] sweep[ing] the Peak District", and that "the whisper is that Boris Johnson wants to scuttle from Uxbridge, the seat he represents, and stand for the constituency" in Derbyshire Dales and "the idea may well have crossed Johnson's mind." The article stated that Derbyshire Dales was represented by Sarah Dines, the complainant, and that "she and [Boris Johnson] are on excellent terms".

3. It went on to report that "To the surprise of some, [Johnson] paid an unpublicised visit here some five weeks ago where, hosted by Dines in Wirksworth, he met local Conservatives — his second visit since the 2019 general election." It concluded that "[o]n balance I doubt the rumours. But should Johnson ever stand here I shall be pleased to add to the general merriment by putting up against the charlatan myself, if that would help foil his cunning plan".

4. The article also appeared online in substantially the same format.

5. The complainant said that the article was inaccurate in breach of Clause 1, as it implied that she would stand down as a member of parliament for Derbyshire Dales to allow Boris Johnson to take her seat. She said the Conservative Campaign Headquarters' deadline for sitting MPs to confirm their intentions to stand again was 5 December 2022 – on which date both she and Mr Johnson had confirmed that they would be standing in the same seats they had stood at in the last general election – and this had further been reported in The Sunday Times on 8 January 2023. She said it was common knowledge that Mr Johnson intended to stand again for Uxbridge and South Ruislip at the next general election. She also said that the article was misleading as it is impossible to seat swaps under the present rules of the Conservative Party.

6. The complainant initially stated that Mr Johnson's visit was "unpublicised" due to security reasons, and that the visit had included a visit to another MP and another engagement in the afternoon. She subsequently clarified that it was in fact inaccurate to describe the visit as "unpublicised", when the event had been

planned for several months, and it was sufficiently known to the public for 35 – 40 protesters to attend the lunch venue. She said the event was well publicised by local newspapers, and she had written about the event in her own newspaper column and had attended in her capacity as a local MP. She said the term “unpublicised” suggested the trip was “secretive” and “conspiratorial” as part of a “cunning plan”, and this was distorted and misleading.

7. The complainant said that, even though the columnist had accepted that “on balance” he doubted the rumours, the newspaper had still published them. The complainant further said that to her knowledge, these “rumours” had only ever appeared in two speculative tweets in 2019, which had since been deleted. She said she had never been asked about the rumours in the three years since, except after the article under complaint had been published. Therefore, she did not consider that the rumours did in fact exist prior to the publication of the article.

8. The complainant said no one from the publication had contacted her for comment, or to check the veracity of the rumours. She said claims that she was about to abandon her job and constituency qualified as a significant allegation which the publication should have sought comment on. The complainant also believed the article insinuated that she would leave her role as an MP so that Mr Johnson could take her seat, which she considered misogynistic and absurd. She said it had damaged her reputation locally and nationally. The complainant also requested an apology from the publication.

9. The publication did not accept a breach of Clause 1. It said the article was a brief item in a personal “Notebook” column, clearly labelled, in the opinion section of the newspaper and website. It said that the columnist was entitled to express his personal views about rumours – which existed – concerning the former PM’s intentions at the next election. It said that the article did not allege nor hint that the complainant may be colluding in a plan to seat-swap and had in any case concluded that such a plan, on balance, did not exist. Nevertheless, it said that the possibility of Mr Johnson looking for a safer seat had been widely discussed and was a topic of national interest, and it was reasonable to speculate that he may look for a seat in Derbyshire – provided this speculation was distinguished from fact, as the publication maintained that it had done.

10. The publication said omitting information about the deadline to confirm whether MPs were standing again was not relevant. It said that the deadline referenced by the complainant was an internal Conservative party deadline set for administrative convenience. It also noted that Party rules may be overridden, suspended, or sidestepped, and there was nothing in law to prevent an MP of any party from standing down at the last moment. It said the Representation of the People Act requires nomination papers to be submitted by 4pm on the 19th day before a general election, and that any candidate could withdraw up to that point.

11. It said that omitting Mr Johnson's other engagements during his visit to the Derbyshire was not relevant. It said the article did not suggest MPs could swap seats, and that these points had no bearing on the columnist's speculation on Mr Johnson's intentions or the veracity of the rumours.

12. The publication said that the visit was sufficiently "unpublicised" for the complainant to claim initially that it was kept secret on security grounds. It said that, while news of it may have spread to the extent that a small group of protesters were present outside the venue, Mr Johnson's lunch with local association members remained a private and unpublicised event.

13. Turning to the question of whether the rumours existed, the publication said that it was difficult to convincingly confirm or deny the existence of a rumour due to their nature. It said the basis for the complainant's claim that the rumour did not exist was unclear – simply because she had not heard the rumours herself, this did not mean that they did not exist. It then said the columnist's basis for saying that there were rumours was based on his personal knowledge of local gossip, informal speculation and word of mouth: the columnist was a long-term local resident and had himself been a Conservative MP for the constituency, and therefore had personal and political connections and knowledge of political affairs.

14. The publication then said that the "cunning plan" was clearly attributed to Mr Johnson by the columnist and there was no suggestion that the complainant was colluding in such a plan. The publication said there was no suggestion that the idea had ever been put to the complainant or that she was aware of it in any way. It said that asking her about her part in such a plan would not have been appropriate.

15. The complainant responded that the publication was unable to provide any evidence in support of the rumours. She said that the columnist accepted in the article that, on balance, he did not think the rumours were true so questioned why the article had been published.

16. She said that the entire basis for the article was that she would stand down from her parliamentary seat, which had evolved from the "wild rumours". She said the headline and statement "I shall stand against Boris myself if he comes north" was relevant, as she would have to stand down from her seat to enable Mr Johnson to "come[...] north". She therefore reiterated that she should have been contacted for comment.

17. The complainant said the article had not been "opinion" but constituted news and information. She said the story was not "frivolous or tongue in cheek" and had been damaging to her reputation.

18. The complainant supplied an image of material protesting Mr Johnson's visit which had appeared on a WhatsApp group and social media to support her position that it was widely known that he was visiting her constituency.

## Relevant Clause Provisions

### Clause 1 (Accuracy)

- i) The Press must take care not to publish inaccurate, misleading or distorted information or images, including headlines not supported by the text.
- ii) A significant inaccuracy, misleading statement or distortion must be corrected, promptly and with due prominence, and — where appropriate — an apology published. In cases involving IPSO, due prominence should be as required by the regulator.
- iii) A fair opportunity to reply to significant inaccuracies should be given, when reasonably called for.
- iv) The Press, while free to editorialise and campaign, must distinguish clearly between comment, conjecture and fact.

## Findings of the Committee

19. When deciding whether the article breached the terms of Clause 1, the Committee was mindful of the nature of the claims under complaint and the context in which the article appeared. It noted that the article was published in an established 'Notebook' column, in the Comment section. It was not a news report nor was it presented as such; it was a clearly distinguished piece of political gossip, presented in a playful and light-hearted manner.

20. The Committee turned next to the actual content of the article: it reported that the writer had heard "wild rumours" and described Mr Johnson's rumoured intentions to "scuttle from Uxbridge" as a "cunning plan"; and concluded that, "on balance", the columnist "doubt[ed] the rumours". The thrust of the article focused on speculation surrounding Mr Johnson's actions, and the columnist's tongue-in-cheek intent to "add to the general merriment" by standing against Mr Johnson himself. Reading the article as a whole, the Committee did not consider the article reported as fact that Ms Dines would give up her seat to allow Mr Johnson to stand in her constituency; in fact the columnist himself suggested that this was unlikely.

21. The columnist had referenced the claims clearly as rumours that were unlikely to be true, and the complainant was not in a position to disprove that such rumours were in circulation; she was not aware of them, but this did not mean that they were not known to the columnist. In these circumstances,—the Committee did not consider it necessary for the publication to have contacted the complainant prior to publication for the article. It did not find that there was a failure to take care over the article, or a significant inaccuracy requiring correction. There was no breach of Clause 1.

22. The Committee further considered the complainant's other concerns of inaccuracy about matters that she said appeared to provide support to the rumour, such as the omission of the Conservative Party deadline for confirming intentions to stand again and the current policy on seat swapping, as well as the reference to Mr Johnson's "unpublicised" visit. The Committee recognised that there was an internal-party deadline for confirming MP's intentions to stand again; however the publication's and complainant's view of the importance of this deadline differed. The Committee acknowledged that, while many Conservative MPs may observe this date, the Representation of the People Act requires nomination papers to be submitted by 4pm on the 19th day before a general election, and any candidate could withdraw up to that point – the internal-party deadline was not a statutory one. Therefore, the Committee did not consider that the omission of this deadline rendered the article significantly inaccurate, misleading, or distorted. The Committee also noted that the article had not claimed that Mr Johnson's rumoured intension was to "swap seats" with the complainant, but rather that he might stand for Derbyshire Dales – the article had not speculated on which alternative constituency the complainant may have pursued. There was no breach of Clause 1 on these points.

23. The complainant had said describing Mr Johnson's visit as "unpublicised" was inaccurate, as it had suggested the complainant was complicit in the rumoured plan. While the complainant had supplied examples of where the visit had been documented in local press as well as evidence of a small protest, the Committee had not seen any evidence to suggest the visit had been widely publicised ahead of time, or that anyone beyond a small group of protestors and local party members were aware of the visit prior to it taking place. The Committee further noted that the complainant had initially accepted, in direct correspondence with the publication, that the visit had been unpublicised. In the context of a passing reference, the Committee did not consider this reference to be significantly inaccurate, misleading, or distorted. There was no breach of Clause 1 on this point.

24. The complainant said the headline had not been supported by the text of the article. The Committee noted that the columnist had set out the basis for the headline in the text of the article, by recalling "wild rumours" he had heard regarding Mr Johnson's intentions to stand in the "north". The columnist described what he would do if Mr Johnson did in fact come north: "But should Johnson ever stand here I shall be pleased to add to the general merriment by putting up against the charlatan myself, if that would help foil his cunning plan". The headline was supported by the article and there was no breach of Clause 1.

Conclusions

25. The complaint was not upheld.

Remedial action required

26. N/A

Date complaint received: 26/01/2023

Date complaint concluded by IPSO: 23/05/2023

## APPENDIX C

### Findings of the Complaints Committee 11886-22 A woman v lep.co.uk

#### Summary of Complaint

1. A woman complained to the Independent Press Standards Organisation that lep.co.uk breached Clause 2 (Privacy) and Clause 6 (Children) of the Editors' Code of Practice in an article published in October 2022.
2. The article – which appeared online only – was a court round up of individuals who had been “convicted of crimes by local magistrates” at Preston Magistrates Court. The name of the complainant’s child was included in the article as an accomplice to another individual’s crime.
3. The complainant said that the article breached Clause 6, as it had identified her son – a child aged 15 at the time of the article’s publication – as an accomplice in a formal criminal charge made against an individual. The complainant said that court reporting restrictions had been in place banning publication of her son’s name. She said this had caused significant distress to her son and her wider family, and that identifying him would mean that his peers would be aware of his crime; this, she said, could lead to further social isolation and harassment.
4. The complainant also said the article had breached Clause 2, as she considered that the article had intruded into her son’s private life and had breached both his and his family’s human rights.
5. The publication did not accept a breach of Clause 2 or Clause 6. It said it had not been aware of the child’s age at the time of publication, and that the court register which had listed the child’s name as an accomplice did not refer to any reporting restrictions in place. Therefore, it said it did not accept a breach of Clause 2 as the material was already in the public domain as it was heard in court.
6. The article was published at 12.30pm on a Saturday. The publication initially stated that the article was published during a weekday “at around 12.30”, and the reference to the complainant’s son was removed a few hours after, following a phone call from the complainant’s representative. The publication’s initial position was that the impact on the child was limited by its publication having occurred during school hours. At a later point during IPSO’s investigation the publication accepted that the reference to the complainant’s son was removed on the Monday following the article’s publication over the weekend, after the complainant had telephoned to raise concerns.



7. The publication said that there had been no journalist present at court and accepted that there had been reporting restrictions in place. However, it said that these reporting restrictions had not been recorded on any official court documents due to human error by court officials. It said this error had been confirmed by a telephone conversation the publication had had with the court. The publication provided an email received from a court officer, which said:

*"I can confirm that a press restriction was made on [date] in respect of the youth [named individual] and that it has been recorded on the court register for his file. Can I please therefore ask you to remove any information from the internet etc which may have been published in respect of him, or when reporting in respect of his co-accused, [named individuals] - on anything which would identify [complainant's child], - including his name, address, any educational establishment or any workplace he attends and any picture of him."*

8. The publication provided the court register it had used to write the article, to show that the listing where the complainant's child was an accomplice did not indicate a reporting restriction. However, on the same document on another page, the complainant's child's age and press restriction was indicated in relation to the charges against him.

The publication acknowledged that the reporting restriction had been in place and indicated on the court register for the complainant's child's alleged crime, but said this had not been listed together with the alleged crime which the article reported on. It also noted that the court register document was 238 pages long; the crime in relation to which the complainant's child was identified as an accomplice was listed on page 6. The entry relating to the charges against the complainant's child appeared on page 19, where the reporting restriction was noted. The publication said the reporter usually searched the registers by specific location, and that the reporter did not usually search the area the complainant's son was from, and therefore had missed the section which made the complainant's son's age and reporting restriction clear.

### **Relevant Clause Provisions**

#### Clause 2 (Privacy)\*

- i) Everyone is entitled to respect for their private and family life, home, physical and mental health, and correspondence, including digital communications.
- ii) Editors will be expected to justify intrusions into any individual's private life without consent. In considering an individual's reasonable expectation of privacy, account will be taken of the complainant's own public disclosures of information and the extent to which the material complained about is already in the public domain or will become so.
- iii) It is unacceptable to photograph individuals, without their consent, in public or private places where there is a reasonable expectation of privacy

#### Clause 6 (Children)\*

- i) All pupils should be free to complete their time at school without unnecessary intrusion.
- ii) They must not be approached or photographed at school without permission of the school authorities.
- iii) Children under 16 must not be interviewed or photographed on issues involving their own or another child's welfare unless a custodial parent or similarly responsible adult consents.
- iv) Children under 16 must not be paid for material involving their welfare, nor parents or guardians for material about their children or wards, unless it is clearly in the child's interest.
- v) Editors must not use the fame, notoriety or position of a parent or guardian as sole justification for publishing details of a child's private life.

#### **Findings of the Committee**

9. The Committee recognised that the court register was a large document and that no reporting restriction had been indicated in the entry relating to the charges that were the subject of the article. It also noted that once the publication had become aware of the named individual's age, it removed the reference promptly. However, the register had noted the complainant's son's age and the existence of reporting restrictions preventing his identification, 13 pages later in the document. While the Committee understood the publication's position that it had only reported on certain areas within the listed report and therefore had not seen this detail, it had access to this information at the time of publication. It noted that an important process of identifying the correct person when court reporting, is including their age and street level address; obtaining this information would have helped the publication to avoid naming a child under the age of 18. In this case, the publication had named a minor in relation to a crime he had been an accomplice to, and this had remained online for approximately 2 days.
10. The terms of Clause 2 protect the rights of individuals to a private and family life free from unnecessary intrusion without consent. In this instance, the complainant's son's name had been revealed in conjunction with a crime he had been an accomplice to. In general, IPSO upholds the right to report matters heard in open court, both because of the general interest in open justice and because they have entered the public domain through the proceedings. In this instance, however, the existence of a reporting restriction meant that the complainant's child had a reasonable expectation that this material – which related to a crime he was accomplice to – would not be published to the wider public. There was a breach of Clause 2.

11. The terms of Clause 6 make clear that children's time at school should not be subject to unnecessary intrusion as a result of press coverage. While the publication had removed the reference once it had been made aware of the child's age two days after initial publication, the Committee considered that revealing the complainant's son's identity in relation to a crime he had been an accomplice would have impacted his time at school. For this reason, there was a breach of Clause 6.

### Conclusions

12. The complaint was upheld under Clause 2 and Clause 6.

### Remedial action required

13. Having upheld the complaint under Clause 2 and Clause 6, the Committee consider the remedial action that should be required. Given the nature of the breach, the appropriate remedial action was the publication of an upheld adjudication.
14. The Committee considered the placement of this adjudication. The adjudication should be published on the newspaper's website, with a link to the full adjudication appearing on the top half of the homepage for 24 hours; it should then be archived in the usual way. The headline to the adjudication should make clear that IPSO has upheld the complaint, refer to the subject matter and be agreed with IPSO in advance of publication. A link to the adjudication should also be published on the article as a footnote correction with an explanation that the article had been amended following the IPSO ruling.
15. The terms of the adjudication for publication are as follows:

A woman complained to the Independent Press Standards Organisation that lep.co.uk breached Clause 2 (Privacy) and Clause 6 (Children) of the Editors' Code of Practice in an article published in October 2022.

The complaint was upheld, and IPSO required lep.co.uk to publish this adjudication to remedy the breach of the Code.

The article – which appeared online only – was a court round up of individuals who had been "convicted of crimes by local magistrates" at Preston Magistrates Court. The name of the complainant's child was included in the article as an accomplice to another individual's crime.

The complainant said that the article breached Clause 6, as it had identified her son – a child aged 15 at the time of the article’s publication – as an accomplice in a formal criminal charge made against an individual. The complainant said that court reporting restrictions had been in place banning publication of her son’s name. She said this had caused significant distress to her son and her wider family, and that identifying him would mean that his peers would be aware of his crime; this, she said, could lead to further social isolation and harassment. The complainant also said the article had breached Clause 2, as she considered that the article had intruded into her son’s private life.

The publication had used a court register to compile the report and said that no reporting restriction had been indicated in the entry relating to the charges that were the subject of the article.

IPSO noted that once the publication had become aware of the named individual’s age, it removed the reference promptly. However, the register had noted the complainant’s son’s age and the existence of reporting restrictions preventing his identification, 13 pages later in the document.

The terms of Clause 2 protect the rights of individuals to a private and family life free from unnecessary intrusion without consent. The existence of a reporting restriction meant that the complainant’s child had a reasonable expectation that this material – which related to a crime he was accomplice to – would not be published to the wider public. There was a breach of Clause 2.

The terms of Clause 6 make clear that children’s time at school should not be subject to unnecessary intrusion as a result of press coverage. The publication had removed the reference once it had been made aware of the child’s age two days after initial publication, however IPSO considered that revealing the complainant’s son’s identity in relation to a crime he had been an accomplice would have impacted his time at school. For this reason, there was a breach of Clause 6.

Date complaint received: 10/10/2023

Date complaint concluded by IPSO: 23/05/2023

### **Independent Complaints Reviewer**

The complainant complained to the Independent Complaints Reviewer about the process followed by IPSO in handling this complaint. The Independent Complaints Reviewer decided that the process was not flawed and did not uphold the request for review.

## APPENDIX D

### Summary of Complaint

1. Lindsey Johnson complained to the Independent Press Standards Organisation that the Craven Herald & Pioneer breached Clause 3 (Harassment) and Clause 12 (Discrimination) of the Editors' Code of Practice in an article headlined "College principal's absence 'a mystery'", published on 16 February 2023.

2. The article reported that the complainant, a school headteacher, had been absent from school for some months. The article reported that the complainant "identifies as non-binary using the pronouns 'they' and 'them' and the title, Mx." The article went on to refer to the complainant as Mx Johnson throughout, as well as using "they" and "them" to refer to them.

3. The article also appeared online in substantially the same format, though rather than saying that the complainant "identifie[d]" as non-binary, it reported that they "present[...] as non-binary". Each instance of the complainant's pronouns within this version of the article appeared in inverted commas. This version of the article under the same headline as the print version.

4. Prior to a complaint being made to IPSO, the complainant contacted the publication directly to make it aware of their concerns. Following this contact, the sentence referring to the complainant being non-binary, along with their pronouns and their title, Mx, were removed from the online version of the article. The inverted commas around the complainant's pronouns were also removed from the article.

5. The complainant said that the article breached Clause 12, as they considered the online article's use of inverted commas when referring to their pronouns was intended to express irony towards their identity as a non-binary individual. They considered this to be pejorative. In addition, they considered that the reference to their gender identity inferred that there was some kind of issue with their gender identity, as it was not otherwise relevant to the story.

6. The complainant also said that the article was harassing towards them, in breach of Clause 3.

7. The publication did not accept that the article breached the Code in the manner alleged by the complainant. It said that, while it agreed with the complainant that there was no need for references to their pronouns to be placed within inverted commas, this did not mean that their use represented a breach of Clause 12. It also said that there was no need to include details of the complainant's gender identity, which is why it had removed this reference from the online article. It said that this reference was not necessary for the story – which was about the complainant's absence from work – but that the reporter had included the

reference so as to avoid any confusion about the article's use of "they" and "them" pronouns within the article.

8. The publication did not accept that the article was harassing towards the complainant or their gender identity.

#### Relevant Clause Provisions

##### Clause 3 (Harassment)\*

- i) Journalists must not engage in intimidation, harassment or persistent pursuit.
- ii) They must not persist in questioning, telephoning, pursuing or photographing individuals once asked to desist; nor remain on property when asked to leave and must not follow them. If requested, they must identify themselves and whom they represent.
- iii) Editors must ensure these principles are observed by those working for them and take care not to use non-compliant material from other sources.

##### Clause 12 (Discrimination)

- i) The press must avoid prejudicial or pejorative reference to an individual's, race, colour, religion, sex, gender identity, sexual orientation or to any physical or mental illness or disability.
- ii) Details of an individual's race, colour, religion, gender identity, sexual orientation, physical or mental illness or disability must be avoided unless genuinely relevant to the story.

#### Findings of the Committee

9. The Committee first considered the complaint concerning the references in the article to the complainant identifying (the print article) or presenting (the online article) as "non-binary". In the view of the Committee, these were clearly references to the complainant's gender identity and therefore engaged Clause 12. Clause 12 provides that the press must avoid prejudicial or pejorative reference to an individual's gender identity in a story and that details included must be relevant. The Committee noted that the reference had been included by way of explanation of the complainant's preferred pronouns of they/them in a news report which did not focus on or otherwise draw attention to the complainant's gender identity. Having carefully read the article, the Committee was of the view that the reference was not included in the story in a prejudicial or pejorative way and that the limited details were relevant to allow readers to understand the complainant's preferred pronouns. The Committee noted that the publication had responded quickly when the complainant had contacted it about the reference and had removed it, which supported the view reached by the Committee that it had not been the publication's intention to be prejudicial or pejorative and that it had been included for the

reason provided by the publication. In these circumstances, the Committee did not find that the brief reference breached Clause 12.

10. The Committee then considered the complainant's further concern that the use in the article of inverted commas around their preferred pronouns was intended to express irony towards their gender identity as a non-binary individual, and that this amounted to a pejorative reference to their gender identity. The Committee carefully considered the point. While it understood that the complainant had serious concerns about this element of the article, it noted that quotation marks can be used for a variety of reasons and did not agree that the use of quotation marks was necessarily intended or would be understood in the way the complainant suggested. It further noted that an individual's pronouns will not always directly correlate to, or in themselves reveal, a person's gender identity. Articles which report on stories of local interest will almost inevitably have to use some form of pronouns to refer to the people involved and by doing so, in the Committee's view, this does not always represent a reference to their gender identity. In circumstances where the complainant's preferred pronoun was included in the article together with an explanation to assist readers' understanding, and where the Committee considered that the use of quotation marks was ambiguous in meaning, it did not conclude that the quotation marks had been used in a prejudicial or pejorative way in breach of Clause 12 (i). Nonetheless, it welcomed the publication's removal of the marks in light of the complainant's concerns.

11. Clause 3 does not prohibit references to the protected characteristics of individuals, and referring to the complainant as non-binary and the placement of inverted commas around their pronouns did not represent intimidation or harassment as defined by Clause 3 – this concern fell consideration more appropriately under Clause 12. In addition, where harassment implies a pattern of unwelcome behaviour, which is repeated often, the Committee did not consider a single article to support a breach of Clause 3. There was, therefore, no breach of this Clause.

12. While the Committee did not consider that the article breached the Code, it welcomed the prompt steps the publication had taken to try to resolve the complaint and address the complainant's concerns.

### Conclusions

13. The complaint was not upheld.

### Remedial action required

N/A

Date complaint received: 20/02/2023

Date complaint concluded by IPSO: 12/06/2023

## APPENDIX E

### Decision of the Complaints Committee – 16498-23 Abbas v Sunday Mirror

#### Summary of Complaint

1. Syed Abbas complained to the Independent Press Standards Organisation that the Sunday Mirror breached Clause 1 (Accuracy), Clause 2 (Privacy) and Clause 6 (Children) of the Editors' Code of Practice in an article headlined "I have lost my girl and now I don't know if I'll ever see my grand kids again", published on 5 February 2023.

2. The article was an account from a couple whose daughter had died in Pakistan, after having flown there with her two children. The names and the ages of the children were included in the article. The article described how the couple had "no idea where [their grandchildren] are", and said that they were "fighting for answers over the death of their daughter in a Pakistan hospital – and the disappearance of their grandchildren". The article described how their daughter had been "buried before her parents had even been told she had died", that "questions remain[ed]" surrounding her death. The article also contained a quote from the couple, who said that when they called the hospital, they "were told she had Covid, then sepsis, then she was in a coma". The article also stated that the couple had claimed that their daughter's death certificate "contain[ed] 'huge inconsistencies'" such as giving "the cause of death for the previously healthy Kelsey as sepsis, a stroke and cardiopulmonary arrest", and had "got her age wrong and stated she had been an epileptic from birth – which her family say is not true". It contained several photographs of the two children, including pictures of them with their mother, and a photograph in which one of the children was not wearing a shirt.

3. The article also appeared online in substantively the same format under the headline "Grieving couple whose daughter, 27, died abroad don't know where grandchildren are". It contained a further photograph of the two children overlooking their mother's grave, and an image of the grandparents of the children and their other daughter, holding a collage of images of the children and their mother.

4. The complainant was the father of the children. He said that the article had a huge impact on himself and his children and their wellbeing at school and in life, in breach of Clause 6. He noted that the article contained an image of his child's face, as well as the collage showing both of his children, and both of their names and ages. He had not consented to the publication of this information. He said that the grandparents did not have custody, or similar responsibilities so could not give their consent, and therefore this also breached Clause 6.

5. The complainant also said that the topic of the articles – as well as the names of his children, their mother and the photographs of the children – intruded into



his and his children's privacy, in breach of Clause 2. He was particularly concerned about the image in which his child was not wearing a top.

6. The complainant also said that the article was inaccurate in breach of Clause 1, as his children were not missing: they were enrolled in school in Pakistan. He stated that the UK Foreign, Commonwealth and Development Office, British High Commission and Wirral Education Department knew their location. He also said that the grandparents had numerous ways to contact him, such as his WhatsApp number and email.

7. The complainant also said the article gave the misleading impression that the circumstances of the woman's death were suspicious. He supplied a Facebook post from the grandmother of his children – one half of the couple quoted extensively in the article – which stated that the investigation into her daughter's death was closed with "no suspicious circumstances".

8. The publication did not accept a breach of the Code. Whilst it accepted that the article concerned the children's welfare, it considered that consent from the children's maternal grandparents was sufficient to publish the images – particularly where it did not think it was possible to contact the complainant directly. It noted that the complainant was not named, and that it had used the names of the children as the grandparents said they had no way of contacting the children or the complainant. It said, therefore, that neither Clause 2 nor Clause 6 had been breached.

9. Whilst the publication denied any breach of the complainant or children's privacy, it said that, in any case, the article and the information in it was in the public interest. It said the elements of the story: the death of a British citizen abroad and how the investigation into this was handled by local authorities; how the family of the deceased had struggled to get answers about the circumstances surrounding their daughter's death; and the involvement of several British officials, was in the public interest. It also said that, if any information became available concerning the grandchildren's whereabouts as a result of the article's publication, it would notify the family, which it said was in the public interest. The publication said that the concern for the children's safety and welfare warranted the reporting in the articles and was therefore proportionate to the public interest served, especially given the extensive involvement of official bodies in the matter. It said that the photographs were necessary to show the context within the family dynamic; the relationship between the mother and her children; their life in the UK; the "subsequent torment" the family were going through; and the children's likeness, in case they were seen. The publication said that the public interest was considered and addressed prior to the article's publication between the relevant staff and editors at the newspaper.

10. With regards to Clause 1, the publication said that it was the position of the children's grandparents that the children were missing, as they had not had contact with them since 2021 and did not know how to contact them. In addition, it said it had taken care not to publish misleading information in relation to the

claim that the children were missing: it said it had contacted the police, who had confirmed that the matter had been reported, but that it was a matter for the Pakistani authorities. The publication also said that Lancashire County Council and Wirral Council had confirmed that the family was not known to care services in either area, and that it had had asked the Foreign Commonwealth and Development Office a number of questions about the complainant, his children and their mother, but in response had received only the following statement: "We are supporting the family of a British national who sadly died in Pakistan".

11. The publication said that the article clearly distinguished between comment, conjecture and fact, in line with the terms of Clause 1 (iv) and made clear that the family considered that there were inaccuracies in the death certificate. It said that it was not a breach of Clause 1 to report the family's doubts, as they were not reported as established fact but as their views. It said it had distinguished their views from established fact by the use of words such as "claim", "say" and "deny", and by the use of quotation marks in relation to the family's specific concerns. It also stated that two MPs had highlighted the matter to both the British and the Pakistani Prime Ministers, calling for an independent investigation, which it considered supported the claims made by the family. It said that the post made by the grandmother and provided by the complainant to IPSO simply updated her Facebook friends and followers on the outcome of the investigation abroad as being closed with no suspicious circumstances; it did not, in the publication's view, affect the fact that the family had further questions due to their knowledge of their daughter's medical history.

12. The publication offered to give the complainant a right of reply to the article, which he did not accept.

### Relevant Clause Provisions

#### Clause 1 (Accuracy)

- i) The Press must take care not to publish inaccurate, misleading or distorted information or images, including headlines not supported by the text.
- ii) A significant inaccuracy, misleading statement or distortion must be corrected, promptly and with due prominence, and — where appropriate — an apology published. In cases involving IPSO, due prominence should be as required by the regulator.
- iii) A fair opportunity to reply to significant inaccuracies should be given, when reasonably called for.
- iv) The Press, while free to editorialise and campaign, must distinguish clearly between comment, conjecture and fact.

#### Clause 2 (Privacy)\*

- i) Everyone is entitled to respect for their private and family life, home, physical and mental health, and correspondence, including digital communications.
- ii) Editors will be expected to justify intrusions into any individual's private life without consent. In considering an individual's reasonable expectation of privacy, account will be taken of the complainant's own public disclosures of information and the extent to which the material complained about is already in the public domain or will become so.
- iii) It is unacceptable to photograph individuals, without their consent, in public or private places where there is a reasonable expectation of privacy.

#### Clause 6 (Children)\*

- i) All pupils should be free to complete their time at school without unnecessary intrusion.
- ii) They must not be approached or photographed at school without permission of the school authorities.
- iii) Children under 16 must not be interviewed or photographed on issues involving their own or another child's welfare unless a custodial parent or similarly responsible adult consents.
- iv) Children under 16 must not be paid for material involving their welfare, nor parents or guardians for material about their children or wards, unless it is clearly in the child's interest.
- v) Editors must not use the fame, notoriety or position of a parent or guardian as sole justification for publishing details of a child's private life.

#### The Public Interest

There may be exceptions to the clauses marked \* where they can be demonstrated to be in the public interest.

1. The public interest includes, but is not confined to:

§ Detecting or exposing crime, or the threat of crime, or serious impropriety.

§ Protecting public health or safety.

§ Protecting the public from being misled by an action or statement of an individual or organisation.

§ Disclosing a person or organisation's failure or likely failure to comply with any obligation to which they are subject.

§ Disclosing a miscarriage of justice.

§ Raising or contributing to a matter of public debate, including serious cases of impropriety, unethical conduct or incompetence concerning the public.

§ Disclosing concealment, or likely concealment, of any of the above.

2. There is a public interest in freedom of expression itself.

3. The regulator will consider the extent to which material is already in the public domain or will become so.

4. Editors invoking the public interest will need to demonstrate that they reasonably believed publication - or journalistic activity taken with a view to publication - would both serve, and be proportionate to, the public interest and explain how they reached that decision at the time.

5. An exceptional public interest would need to be demonstrated to over-ride the normally paramount interests of children under 16.

#### Findings of the Committee

13. Clause 6(iii) requires that Children under 16 must not be interviewed or photographed on issues involving their own or another child's welfare unless a custodial parent or similarly responsible adult consents. The article in this case clearly involved the children's welfare - it described their grandparents' concern regarding their whereabouts, as well as the circumstances in which their mother had died - and the newspaper accepted it did not have consent from a custodial parent or similarly responsible adult for their publication. Clause 6 was, therefore, engaged.

14. The Committee then considered whether the publication of the photographs could be justified by an exceptional public interest, which was required to over-ride the normally paramount interests of children under 16. The Committee made clear that its considerations did not relate to the public interest of publishing the article in general - but specifically to the issue of whether identifying the children, through both their names and the photographs, was in the public interest for the reasons provided by the publication. The Committee acknowledged the public interest arguments cited by the publication - in particular the concerns around the mother's death and the investigation into it. However, it did not consider that publishing the children's images or identities was warranted or justified under the public interest for the reasons cited, when balanced against the potential for intrusion into the children's lives from identifying them in the context of these claims. On this basis, the Committee upheld the breach of Clause 6(iii).

15. With regards to Clause 2, the children had been identified by the publication of their names and photographs. The Committee found that the article contained

information over which the children had a reasonable expectation of privacy: it speculated on their whereabouts, as well as the circumstances of their mother's death, their current life and wellbeing whilst living with their father and the online article contained a photo of the children next to their mother's grave. The Committee found that their identification, in conjunction with these details, represented an unjustified intrusion into the children's privacy. For the reasons set out above, the Committee did not consider this was justified under the public interest and there was a breach of Clause 2 in relation to the complainant's children.

16. With regards to the accuracy of the article, it was presented as an account from the grandparents' perspective – their comments were distinguished from fact and attributed to them by the use of quotation marks and language such as "claimed" and "said". The article also clearly characterised what it meant by the children having disappeared – it stated in the online headline that the grandparents "don't know where [their] grandchildren are", and the print headline stated the grandparents "don't know if [they'll] ever see [their] grand kids again", and the article did not report that the children's location was unknown to everyone. In addition, the publication had taken care when publishing the account from the grandparents, they contacted the police, Lancashire County Council, Wirral Council and the Foreign Commonwealth and Development Office. Where the article made clear that the children were missing to their grandparents, and where this was attributed as the opinion and comments of the grandparents, there was no breach of Clause 1 arising from this point of complaint.

17. The Committee also considered that the article made clear that it was the family that had questions regarding their daughter's death and the death certificate – and sufficiently distinguished these opinions about their daughter's death from fact. Whilst the authorities in Pakistan may have found that there were no suspicious circumstances, this did not mean that the family could not have their own doubts, and it was not a breach of the Code to report these. There was no breach of Clause 1 on this point.

18. With regards to the complainant's concerns his own privacy had been breached by the article, the Committee firstly noted he had not been photographed or named in the article. Rather he was complaining that his privacy had been breached by the reference to the death of his partner and the use of her name. As above, the Committee had found that the account was clearly attributed to the grandparents – and made clear their concerns regarding the circumstances and the subsequent investigation into their daughter's death in another country. The Committee considered that the issues raised by the publication of the article were in the public interest, for the reasons cited by the publication. Where the complainant himself had not been named or photographed, and where the grandparents were entitled to express concerns about matters of potential public interest, the Committee found that the newspaper was justified in publishing the account. There was no breach of Clause 2 in relation to the complainant himself.

## Conclusions

19. The complaint was upheld under Clause 2 and Clause 6.

## Remedial action required

20. Having upheld the complaint under Clause 2 and Clause 6, the Committee consider the remedial action that should be required. Given the nature of the breach, the appropriate remedial action was the publication of an upheld adjudication.

21. The Committee considered the placement of this adjudication. The original article had been published on page 17 of the newspaper, and the print version of the adjudication should be published on the same page, or further forward. With regards to the online version, the adjudication should be published on the newspaper's website, with a link to the full adjudication appearing on the top half of the homepage for 24 hours; it should then be archived in the usual way. If the article remains online and unamended, the full text of the adjudication should be added to the article. If the information which caused the breach is removed, a link to the adjudication should be published under the headline. The headline to the adjudication should make clear that IPSO has upheld the complaint, refer to the subject matter and be agreed with IPSO in advance of publication.

22. The terms of the adjudication for publication are as follows:

Syed Abbas complained to the Independent Press Standards Organisation, the press regulator, that the Sunday Mirror breached Clause 2 (Privacy) and Clause 6 (Children) of the Editors' Code of Practice in an article headlined "I have lost my girl and now I don't know if I'll ever see my grand kids again", published on 5 February 2023.

The article was an account from a couple whose daughter had died in Pakistan, after having flown there with her two children. It referenced their concerns about what happened to their daughter and the current wellbeing of their grandchildren were. The names and the ages of the children were included in the article, as well as several photographs of the two children.

The complaint was upheld, and IPSO required the Sunday Mirror to publish this adjudication to remedy the breach of the Code.

The complainant was the father of the children. He said that the article had a huge impact on his children. He said he had not consented to the publication of images of his children, or their names and ages. This was a breach of their privacy and the Editors' Code.

The Editor's Code requires that children under 16 must not be interviewed or photographed on issues involving their own or another child's welfare unless a

custodial parent or similarly responsible adult consents. The article in this case clearly involved the children's welfare – it described their grandparents' concern regarding their whereabouts, as well as the circumstances in which their mother had died – and the newspaper accepted it did not have consent from a custodial parent or similarly responsible adult for their publication. IPSO did not consider that publishing the children's photos, or identifying them, was in the public interest. There was a breach of Clause 6.

IPSO also found that the publication of the images of the children, along with their names and ages, in this context, represented an unjustified intrusion into the children's privacy.

IPSO upheld the complaint as a breach of Clause 2 (Privacy) and Clause 6 (Children) of the Editors' Code and ordered the publication of this ruling.

Date complaint received: 09/02/2023

Date complaint concluded by IPSO: 16/05/2023

**APPENDIX F**

Paper no.	File number	Name v publication
2607	11063-22	Smith v The Mail on Sunday
2883	02114-22	Bird v thesun.co.uk
2884	02115-22	Bird v yorkpress.co.uk
2880	12610-22	Bunglawala v The Jewish Chronicle
2849	11966-22	Vinsen v The Sunday Times
2867	12014-22	A man v eveshamjournal.co.uk
2857	12337-22/ 23437-22	A woman v eveshamjournal.co.uk/ Worcester News
2873	12352-22	A man v Scottish Daily Mail
2882	13065-22	A man v The Daily Telegraph
2900	13129-22	A man v Mail Online