

**MINUTES of the COMPLAINTS COMMITTEE MEETING**  
**Tuesday 23<sup>rd</sup> May at 10.30am**  
**Gate House**

**Present**

Lord Edward Faulks  
Nazir Afzal  
Andy Brennan  
David Hutton  
Alastair Machray  
Helyn Mensah (*remotely*)  
Mark Payton  
Andrew Pettie  
Allan Rennie  
Miranda Winram  
Ted Young

**In attendance:**

Charlotte Dewar, Chief Executive  
Alice Gould, Senior Complaints Officer, minute taker  
Emily Houlston-Jones, Senior Complaints Officer

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

Sarah Colbey  
Tom Glover  
Natalie Johnson  
Dr Beth Kitson  
Marcus Pike  
Molly Richards  
Hira Shah

**Observers:**

Jonathan Grun, Editors Code of Practice

1. Apologies for Absence and Welcomes

Apologies were received from Asmita Naik.

2. Declarations of Interest

Declarations of interest were received from Ted Young and Alastair Machray for item 7, they left the meeting for the discussion of this item.

3. Minutes of the Previous Meeting

Subject to the amendment to include Allan Rennie as being present, the Committee approved the minutes of the meeting held on 25 April 2023

4. Matters arising

There were no matters arising.

5. Update by the Chair – oral

The Chair welcomed two new Complaints Officers to the Complaints Team, Marcus – who was attending his first meeting – and Rebecca who was not present as it was her first day. He also acknowledged the amendment to the Online Safety Bill to be discussed in the House of Lords later that day, noting in particular calls for section 40 to remain and the argument that Ofcom should consider complaints about online comments on newspapers – but noted there did not appear to be much support for this. He also discussed the Official Opposition party’s position on statutory regulation of the press.

6. Update by the Head of Complaints – oral

Emily Houlston-Jones, Senior Complaints Officer, updated the Committee on the current status of 18626-22 The Fawcett Society and The WILDE Foundation v The Sun. She also updated the Committee on the reestablishment of training sessions for the Complaints Team and invited the Committee to any sessions that may be of interest to them. Emily finished by updating the Committee on other casework matters of note, including upcoming complaints in relation to Clause 14 (Confidential sources), Clause 3 (Harassment); and a Clause 1 (Accuracy) complaint in relation to an opinion piece written by a politician.

7. Complaint 16770-23 Abbas v Mail Online

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

8. Complaint 16423-23 Green v the Sunday 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 12490-22 Portes v The Daily Telegraph

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

10. Complaint 14667-23 Bishti 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 D.**

11. Complaint 17450-23 A woman v Greenock Telegraph

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

10284-22 Hodgson v The Times

14. Date of next meeting

**The date of the next meeting was subsequently confirmed as Tuesday 18 July 2023.**

## APPENDIX A

### Decision of the Complaints Committee – 16770-23 Abbas v Mail Online

#### Summary of Complaint

1. Syed Abbas complained to the Independent Press Standards Organisation that the Mail Online breached Clause 1 (Accuracy), Clause 2 (Privacy) and Clause 6 (Children) of the Editors' Code of Practice in an article headlined "Grieving parents demand answers over 'mysterious' death of their daughter in a Pakistan hospital and the disappearance of their grandchildren as they fight to have youngsters, 10 and 8, returned to Britain", 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 were left "searching for answers after their daughter died suddenly on a trip to Pakistan with her two children, whose location is still unknown 18 months later". The article described how their daughter "had already been buried by the time her parents found out she had died". The article also contained a quote from the couple, who said that when they called the hospital, they "was ill with coronavirus, then sepsis, and that she was in a coma". The article also stated that the couple had claimed that their daughter's death certificate contained "huge inconsistencies" such as stating she "died of sepsis, a stroke and cardiopulmonary arrest", and had inaccurately stated she had been an epileptic from birth. It contained a photograph of one of the children with their mother and a photograph which contained a collage of the children and their mother.

3. 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 and their mother, 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.

4. The complainant also said that the topic of the articles – as well as the names of his children, their mother, and himself, and the photographs of the children – intruded into his and his children's privacy, in breach of Clause 2.

5. 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.

6. 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".

7. The publication did not accept a breach of the Code. It said that the information and images published in the article had been syndicated from a different publication. It said that after receiving the complainant it had contacted the original publisher.

8. Whilst it accepted that the article concerned the children's welfare, it considered that in circumstances where it did not consider the complainant to be contactable, the children's maternal grandparents could be considered as responsible adults able to give consent to publish the images. 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 in order to appeal for more information about them. It also noted that the complainant was not named, and naming his partner was not a breach of the Code. 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 the concerns of the grandparents, the apparent lack of official assistance from Pakistani authorities and MPs getting involved demonstrated this, and that the scrutiny and investigation of a suspicious death of a UK national abroad, whose children were cut off from their grandparents, was manifestly in the public interest. It said that names and images of the children were proportionate to this aim – as the article was essentially a "missing persons" article, and that this was considered at the time of publication. It supplied an email chain between the reporter, the managing editor's office and the legal department regarding whether it should blur the images – which it decided was not necessary "taking it that family want to publicise them".

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, and the complainant had not provided evidence to suggest their concerns were not genuine. The publication also said that the Foreign Commonwealth and Development Office had sent the following statement to the original publisher: "We are supporting the family of a British national who sadly died in Pakistan". The publication also said the original publisher had said it attempted to contact the complainant using contact details provided by the grandparents but had not received a response. It said that syndicating stories from another regulated publisher demonstrated that it had taken care not to publish inaccurate information.

11. The publication offered to update the article to clarify where the children were living; to publish a statement from the complainant; and to remove the images of his children if it resolved his complaint, 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

12. 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.

13. The Committee then considered whether the publication of the photographs could be justified by an exceptional public interest, which was required to override 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 exceptional public interest required in relation to children 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).

14. 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 raised questions regarding their whereabouts, their current life and wellbeing whilst living with their father, and speculated with regards to the circumstances of their mother's death. 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 exceptional public interest required in relation to children and there was a breach of Clause 2 in relation to the complainant's children.

15. 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 "claim[ed]" and "said". The article also clearly characterised what it meant by the children having disappeared – it stated that they personally were not aware where the children were, and the article did not report that the children's location was unknown to everyone. 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.

16. 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.

17. 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

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

### Remedial action required

19. 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.

20. 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. 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.

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

Syed Abbas complained to the Independent Press Standards Organisation, the press regulator, that the Mail Online breached Clause 2 (Privacy) and Clause 6 (Children) of the Editors' Code of Practice in an article headlined "Grieving parents demand answers over 'mysterious' death of their daughter in a Pakistan

hospital and the disappearance of their grandchildren as they fight to have youngsters, 10 and 8, returned to Britain”, 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 Mail Online 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. Whilst IPSO considered that the article raised matters that were broadly in the public, IPSO did not consider that publishing the children’s photos, or identifying them, met the test of exceptional level public interest required to over-ride the normally paramount interests of children under 16. 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: 12/06/2023

## APPENDIX B

### Decision of the Complaints Committee – 16423-23 Green v The Sunday Times

#### Summary of Complaint

1. Susie Green, acting on her own behalf and on behalf of her daughter Jackie Green, complained to the Independent Press Standards Organisation that The Sunday Times breached Clause 1 (Accuracy), Clause 2 (Privacy), Clause 3 (Harassment), and Clause 12 (Discrimination) of the Editors' Code of Practice in an article headlined "The kids' gender clinic that became a conveyor belt", published on 11 February 2023.

2. The article reported on the aftermath of the closure of the Tavistock and Portman NHS Foundation Trust's Gender and Identity Development Service (Gids). It referenced the charity Mermaids and its previous Chief Executive, the complainant Susie Green. The article reported that "[a]ctivist groups from outside, such as Mermaids [...] came to exert undue influence on [Gids] and would complain if they felt things weren't being done their way". The article then reported that:

*"[i]n 2016 an expert in gender reassignment surgery warned Gids that putting young boys on puberty blockers made it more difficult for them to undergo surgery as adults, because their penis hadn't developed enough for surgeons to construct female genitalia. [...] But senior managers rejected calls from its clinicians to put this on a leaflet for patients and families. In [a] book, [a previous staff member at Gids] is quoted as saying, 'I may be wrong, but I think [the director of Gids] was afraid of writing things down in case they got into Mermaids's hands.'"*

3. The article then referred again to: "Susie Green [...] the chief executive of Mermaids", stating that she "had taken her son [Jackie Green], who had been on puberty blockers, to Thailand for gender reassignment surgery on his 16th birthday. In an interview, which is still on YouTube, Green laughingly recalls the difficulties surgeons had in constructing a vagina out of her child's prepubescent penis."

4. The article was accompanied by a photograph showing Susie and Jackie Green. The photograph was captioned "Susie Green with her daughter Jackie, who had gender reassignment surgery aged 16".

5. The article also appeared online in substantially the same format, under the headline "How the Tavistock gender clinic ran out of control".

6. The complainant said that the article was discriminatory in breach of Clause 12. The complainant said that her daughter was not relevant to the article – which was about Gids – and therefore her gender identity as a transgender woman was also irrelevant.

7. The complainant also said that the article had breached Clause 12 by referring to Jackie as her “son” and by using male pronouns in relation to her, as this misgendered her in a pejorative manner. She said that her daughter had lived as a girl since she was nine-years-old, and was a girl at the time referred to in the article.

8. Turning to Clause 2, the complainant said that her daughter had no involvement with Mermaids and was not a public figure. Therefore, it said, her daughter had a right to privacy which had been breached by the article. The complainant said that the reference to the YouTube video – in which she discussed her daughter’s surgery – and the fact that the article reported on the surgery at all breached her daughter’s privacy. In addition, the complainant said that the article breached her own private life by referring to her family.

9. The complainant also said that the article was inaccurate in breach of Clause 1, as it had used male pronouns to refer to her daughter at the time of her gender affirmation surgery – at which time she was living as a girl, “including pronouns and a full social and medical transition”.

10. The publication did not accept that the article breached the Code. It said that the article’s use of male pronouns in relation to Jackie Green was intended only to provide clarity to readers as to “the intention of the surgery” and Jackie Green’s “current status”. It said that is “absolutely recognise[d]” her current gender, but said that it must be able to report on past events in a way that was coherent – it did not accept, therefore, that the use of male pronouns to refer to her prior to her surgery was either pejorative or inaccurate. In making this point, the publication referred to a Ted Talk (since removed), during which the complainant had herself referred to Jackie prior to her transition as her “son”. The publication’s approach when dealing with Jackie Green’s life pre-transition was, it said, no different from the complainant’s own approach when speaking publicly about her daughter. At any rate, the publication did not accept that the article referenced Jackie Green’s gender identity – it said that it only referenced her “legal and biological sex” at the time of her surgery.

11. The publication further noted that Jackie Green was only named once in the article – in the photograph caption – and that this caption referred to Jackie Green as the complainant’s daughter. The use of male pronouns, therefore, were not tied to Jackie Green as she was now, but in reference to a television interview which the complainant had given about her gender affirmation surgery, and a Ted Talk during which she had spoken in depth about Jackie’s life. The publication further said that the reference to Jackie Green’s surgery was relevant in the context of an article which discussed the process of gender transition for children, and where the complainant – as a previous Chief Executive of a charity working with trans and non-binary children – and her own background had a clear relevance to the subject matter of the article.

12. Turning to the complaint of intrusion into the private lives of the complainant and her daughter, the publication said that it was the complainant who had

chosen to put Jackie Green's case in the public domain, "giving widely viewed public talks and numerous interviews naming her and giving intimate and extensive details of her story". It also said that the complainant had herself linked Jackie's story with her own role at Mermaids. It cited a newspaper interview in which the complainant had spoken of an ITV television drama inspired by the case. With regard to the YouTube video showing a broadcast interview which was referenced in the article, the publication said that the video was publicly accessible and had over 19,000 views on YouTube.

13. The complainant accepted that she had referred to Jackie as "her son" in the past; however, this was to refer to her when she was six – before she transitioned socially – rather than when she was sixteen. She did not accept that this meant the publication was entitled to refer to her daughter using male pronouns.

14. The complainant said that her daughter had been absent from the public eye for many years; even if she had previously engaged with the press in the past, that did not give the publication the automatic right to continue to disclose details of Jackie's private life years after she had withdrawn from the public eye. The complainant also said that she herself had not referenced her daughter publicly in many years, due to her daughter's request.

15. The complainant also said that Jackie was protected by the 2010 Equality Act from the point at which she came out as trans at the age of four. Therefore, she said that her legal gender at the time of her surgery was female and the publication had breached Clause 12 and Clause 1.

16. The complainant also, during IPSO's investigation, said that she considered that the terms of Clause 3 had been breached, by way of the publication referring to Jackie as her "son" and by using male pronouns. In making this complaint, the complainant referenced a 2019 article published by the newspaper which had also referred to Jackie in this manner. The complainant had complained to IPSO about the 2019 article but had not pursued the complaint beyond its initial stages at the time.

17. The publication said that government guidance made clear that an individual must hold a Gender Recognition Certificate if they wish for their affirmed gender to be legally recognised. As Jackie Green did not hold such a certificate at the time of her surgery, the publication did not accept that it was inaccurate or pejorative for the newspaper to use male pronouns to refer to her at this time – she was still, according to the publication, 'legally' male at this time.

18. The publication also said that the terms of Clause 3 relate to the behaviour of journalists during the newsgathering process, and did not accept that the concerns raised by the complainant represented a possible breach of Clause 3.

## 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.

### 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

19. An important factor in the Committee's consideration of this complaint was the material already established in the public domain about Jackie Green's gender identity and gender transition. This included information that had been disclosed by Susie Green; information that had been disclosed by Jackie Green as a child (with Susie Green's consent); and information disclosed by Jackie Green as an adult. The Committee considered both the nature of this material, and the way in which it had been contextualised. The Committee also took into account that, since the information had originally been disclosed by the complainant and her daughter, Jackie Green had chosen to step back from public life.

20. The terms of Clause 2 make clear that, when considering an individual's reasonable expectation of privacy, account should 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. The information disclosed by the article – the fact that Jackie Green had undergone gender affirmation surgery at the age of sixteen, and her mother's comments about the surgery – had been disclosed previously in talks, broadcast interviews, and interviews with print newspapers, some of which remained online.

21. Taking these factors into account the Committee found that the article did not disclose any information beyond what had been made public; it had not disclosed additional information about Jackie that had not previously been in the public domain as a result of disclosures from the complainant. While it acknowledged that Jackie Green's attitude toward public disclosures about these matters had changed over time, the Committee considered that the complainant and her daughter did not have a reasonable expectation of privacy over the information under complaint given the extent of this publication. The publication was entitled to refer to such publicly accessible information, and reporting on it did not represent an intrusion into either the complainant's private and family life or that of her daughter. There was no breach of Clause 2.

22. The Committee next considered the complaint under Clause 12. It was evident that the article made reference to Jackie Green's gender identity; it referred to her as previously having been the complainant's "son" and used male pronouns; made reference to her gender affirmation surgery and described the nature of this surgery; and used female pronouns to refer to her in the period after her surgery. The question for the Committee was whether these references were irrelevant or pejorative.

23. In deciding whether the reference was relevant, the Committee considered the reference in the context of the article as a whole. It noted that the reference to Jackie's previous gender identity and surgery appeared in the context of a reference to a "warn[ing]" made in 2016 that putting transgender girls "on puberty blockers made it more difficult for them to undergo surgery as adults", as well as a claim that a call to put a warning to this effect in public-facing literature circulated by Gids was vetoed as "[the director of Gids] was afraid of writing things down in case they got into Mermaids's hands." Read in this context, Jackie's gender identity and her experiences of having undergone gender reaffirmation surgery – as well as her mother's comment about the surgery – were relevant to the story. The reference served to provide context to the complainant's campaigning work and background, and how her own experiences – and, by extension, the experiences of her daughter as a transgender woman – informed her campaigning role, as well as potentially connecting to Gids' decision to not refer to the alleged drawbacks of puberty blockers in writing. In addition, the article did not disclose any information about the complainants which had not already been previously disclosed. There was, therefore, no breach of Clause 12 (ii).

24. The complainant had also said that the use of male pronouns to refer to Jackie at the time of her surgery was pejorative in breach of Clause 12 (i). The Committee considered that, in the context of a reference to Jackie's gender affirmation surgery, and where Jackie was referred to as the complainant's daughter in the caption of an image showing her after her surgery, the use of male pronouns were not prejudicial or pejorative. Rather, the pronouns conveyed to readers that Jackie had undergone a gender transition, the use of "he" pronouns referenced the sex she was assigned at birth. There was no breach of Clause 12.

25. It was clear on reading the article in its full context that Jackie Green is a transgender woman. The Committee did not consider that the brief references to Jackie prior to her surgery represented significantly inaccurate, distorted, or misleading information – particular in the context of an article focussing on Gids, rather than on the specifics of Jackie Green's transition. There was no breach of Clause 1.

26. The Committee did not accept that the terms of Clause 3 must relate only to the behaviour of journalists during the newsgathering process; while Clause 3 (ii) makes specific reference to the physical presence and activity of journalists, Clause 3 (i) is broader and says that journalists and publications must not engage in certain behaviours, which include intimidation and harassment.

27. Harassment and intimidation implies a pattern of behaviour; however, the complainant had only referenced one article, published in 2019 – three years before the publication of the article under complaint. The Committee did not consider that two articles, published 3 years apart and which – in relation to the 2022 article – referred to Jackie Green only in passing, constituted harassment



as defined by the terms of Clause 3. There was therefore no breach of this Clause.

Conclusions

28. The complaint was not upheld.

Remedial action required

29. N/A

Date complaint received: 12/02/2023

Date complaint concluded by IPSO: 06/07/2023

## APPENDIX C

### Summary of Complaint

1. Jonathan Portes complained to the Independent Press Standards Organisation that The Telegraph breached Clause 1 of the Editors' Code of Practice in an article headlined "One fifth of pupils 'missing' from classrooms since pandemic", published on 15 November 2022.

2. The article was based on a report released by the Centre for Social Justice (CSJ), a think tank. The article said the report claimed that "a fifth of all children have been 'missing' from school since the pandemic". The article went on to report that there had been a "dramatic increase [...] in the number of youngsters being home educated driven by parents pulling their children out of school following lockdown, according to a new study by the Centre for Social Justice (CSJ)". It said that "nearly two million of England's nine million pupils are failing to attend school regularly, according to [the CSJ's] analysis of the latest official figures", and that this "includes 1.67 million children classified by the Department for Education (DfE) as 'persistently absent' during the autumn term of 2021, an increase of 82 per cent from the previous year".

3. It went on to state that the "two million" figure included "the 81,000 [pupils] who are home educated which the report notes is an 'alarming' 34 per cent higher than before the pandemic." The article went on to explain that "officials at the DfE say the data on persistently absent children in the autumn term of 2021 is not representative of a typical school year as it was driven up by pupils testing positive for Covid. But the figure of 1,672,179 persistently absent children is still significantly higher than the previous year – when it stood at 915,877 – and the year before when it was 922,566."

4. The article also appeared online in substantially in the same format; this version of the article was published on 15 November 2022.

5. The complainant said the headline was inaccurate in breach of Clause 1, as it reported that "one fifth of pupils [were] 'missing' from classrooms since the pandemic." He said that this inaccuracy was repeated in the article's statement that "nearly two million of England's nine million pupils are failing to attend school regularly, according to [the CSJ's] analysis of the latest official figures". He also said that the article was inaccurate to state that "a major report has found" that "a fifth of all children have been 'missing' from school" since the pandemic, because the CSJ report at no point claimed one fifth of pupils, or two million pupils, had been "missing" since the pandemic. Rather, the report described some children as "persistently absent".

6. He said the only use of the word “missing” in the report was in the foreword, which stated “an increasing number of children missing from school are being home educated”. He said that the CSJ report was specifically about 81,000 children who are home educated. He said this was made clear by the title of the report, “OUT OF SIGHT AND OUT OF MIND: Shining a spotlight on home education in England”.

7. The complainant provided statistics from the Department for Education (DfE), that he said were the “official figures” which the article claimed had been analysed by the report. The DfE figures stated that “23.5% of pupils were persistently absent in the autumn term 2021 (i.e. missed 10% or more sessions). Again, this had been driven by illness (including positive COVID cases), with 14.0% of all pupils missing 10% or more sessions due to illness alone.”

8. The complainant said the DfE figures he had provided demonstrated that the pupils were not “missing”. Rather, he said the pupils were absent from school for more than more than seven days in Autumn 2021. He said that the cause of the majority of these absences was Covid-19; the children were not “missing”, as there was nothing in the figures to suggest the school did not know where the pupils were.

9. Additionally, the complainant said it was inaccurate to report that the pupils had been missing “since the pandemic” because Autumn 2021 – the period of time to which the figures referred – was during the pandemic. He said that “during Covid” was not the same as “since Covid”, and “absent for 10% of the time or more” was not the same as “absent from the school setting”.

10. The complainant quoted the DfE statistical release referenced in the CSJ report to support his position: “the absence rate across autumn and spring terms combined was 7.4%. In spring term 2021/22, the absence rate was 7.9%, an increase from 6.7% in autumn term 2021, having been consistently around 5% in recent years. The majority of the increase compared to previous years was due to illness, accounting for 5.0% of possible sessions in autumn and spring term 2021/22 combined. Illness includes where positive COVID-19 cases were reported.”

11. The complainant also considered it to be a breach of Clause 1 to report claims from think tank reports as fact – in this case the headline’s claim that “one fifth of pupils are missing” – without distinguishing the statements within the headline as claims from the think tank. He said if the claim was, in of itself, inaccurate, attributing it to a source within the article was not enough to mitigate the inaccuracy in the headline.

12. The publication did not accept that the headline or article were inaccurate in the manner suggested by the complainant. To support its position, it provided a press release from the CSJ which had accompanied the report. It noted that the claim that a fifth of children were “missing” from school reflected the language used in the press release by the CSJ and their press team’s correspondence: the headline of the press release stated that “nearly 2 million children [are] missing school regularly,” and the opening line went on to claim that “nearly two million children in England are missing from school, according to a new study from a leading think-tank warning that classroom attendance has reached a ‘crisis point’.”

13. The press release also included a direct quote from the CSJ’s Head of Education. This said that the CSJ was “seeing a crisis in school attendance, with nearly 2 million children missing from school.”

14. The publication said the complainant was ultimately disagreeing with the report and its authors, and the publication was still entitled to cover the report, regardless of whether complainant considered the report itself to be accurate – provided that the publication ensured that the contents of the report were reflected accurately, which it contended was the case.

15. The publication then said the article had made clear what it meant by the use of the phrase “missing” in the headline and the article: it was referring to children who were “failing to attend school regularly”. It also said that: the article made clear that one fifth was the equivalent of almost two million of the nine million pupils in England; and that the article explained that that figure of almost two million comprised the 1.67 million classified by the Department for Education (DfE) as “persistently absent” during the autumn term of 2021, as well as the 81,000 pupils who are home educated. The 81,000 figure was based on analysis and estimates calculated by the CSJ as of October 2021, taken from data from a range of local authorities in England. The children who were “missing”, the publication said, were the ones who were “home educated” and “persistently absent” – it said the articles explained that the DfE defined this as any child missing more than 10 per cent of school for whatever reason, including children who were ill and then returned to school on one or more occasions.

16. The publication also denied that the complainant had correctly identified the “official figures” the article was based on – it was not the DfE figures the article reported on, but the press release and the report from the CSJ.

17. The publication said the headline itself was not inaccurate, and was supported by the text of the article as required by the terms of Clause 1 (i). It said

the article made clear the basis for this claim in the sentence: “nearly two million of England’s nine million pupils are failing to attend school regularly [...] this includes 1.67 million children classified by the Department for Education (DfE) as ‘persistently absent’ during the autumn term of 2021”.

18. The publication also said the complainant was incorrect to state that the CSJ report only referred to children being home-schooled, as it also referred to “a group of children who struggled to attend school regularly and who have fallen through the gaps in our education system.” It said the Children’s Commissioner was clear in the report that these children were “missing”, that the work of the report was to “find” them, and that there were serious concerns that children who were frequently absent and those who were home schooled are not receiving a basic level of education.

19. The publication also said it was not inaccurate to refer to the figures covering the time “since the pandemic”, as the UK’s pandemic response began in March 2020 and the figures were from the autumn term of 2021, over a year after the “beginning of the pandemic”. The publication also said the complainant’s position was speculative: he was in no position to know the details of any of the absences, and whether they were caused by Covid as he asserted.

20. Addressing the complainant’s concerns that the publication, in any event, should not be able to report on statistics from a think tank as a claim of fact, it noted that the headline used quotation marks around the word “missing” to indicate that this was the report’s characterisation and that the article was going to go on to explain exactly what was meant by the term “missing”.

21. The complainant accepted that the CSJ had made claims about pupils being “missing” from school in its press release, but said that these claims were unsourced, unidentified and did not appear in the report, which he said exclusively focused on the 81,000 home-schooled children. He provided recent data from the DfE, which he said was timelier than its annual figures on pupil absence. He said that, given the data he provided showed the pupil absence rate to be around 2% on any given day, it was clearly misleading to suggest that 20% of pupils were missing from schools. He also provided a tweet from an individual he described as respected education expert who had said that the article’s headline was “garbage”.

### 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

22. An important aspect of the Committee's consideration of this complaint was the extent to which a publication is entitled to rely on a press release to fulfil its obligation to take care not to print inaccurate information. The Committee emphasised that an uncritical reliance on press releases could represent a failure to take care over accuracy in some circumstances. However, in this case, where a press release came from a well-established organisation with an expertise in the article's subject matter, and where the article clearly attributed the claims to the organisation, the Committee found that relying on the press release as the basis of the publication's reporting did not, in of itself, represent a failure to take care over the accuracy of the article.

23. Notwithstanding this point, the publication was still required to take care over the accuracy of the presentation of the think tank's claims, in particular in the headline of the article. The Committee noted that there was some ambiguity in the headline's reference to the children being "missing", which could refer to children missing from school entirely or children missing some school sessions. However, the Committee noted that it was not considering the headline in isolation: the Code makes clear that headlines must be supported by the text of an article, and ambiguous headlines generally do not raise a breach of Clause 1 – provided the meaning of such headlines is clarified by the text of the article.

24. In this case, the Committee noted the word "missing" was in inverted commas in the headline, indicating that this phrase was a characterisation or summary. Its meaning was then made clear in the third paragraph of the article, which defined the "missing" children as pupils who were "failing to attend school regularly". The article also made clear what "one fifth" meant: it was "almost two million of England's nine million pupils" including "1.67 million children who are classified by the Department for Education (DfE) as 'persistently absent'" as well as "the 81,000 who are home educated". The article also made clear that the headline's reference to "since the pandemic" referred to figures relating to "the autumn term of 2021", meaning there was a comparison made between before autumn term 2021 and the time period prior to the pandemic – which was what the CSJ report focused on. Where it was not in dispute that the autumn term 2021 had occurred "during the pandemic", the Committee did not consider it significantly inaccurate or misleading to refer to the time period after this as "since the pandemic" – particularly in circumstances where it was made clear in the article the specific time period the headline was referring to. Where the

headline was supported and clarified by the text of the article, there was no breach of Clause 1 on this point.

25. Moreover, where the headline included the word “missing” in inverted commas, and the second sentence of the article attributed the claim to a “new study by the Centre for Social Justice”, the Committee considered the headline to be sufficiently distinguished as a claim attributed to a source, rather than a statement of fact.

26. The Committee then turned to the question of whether it was significantly inaccurate to report that “a major report ha[d] found” a “fifth of all children have been “missing” from school since the pandemic”. It was accepted that this exact figure did not appear to be in the think tank report. However, the figure did appear in a press release from the organisation about the research, and at no point did it appear that the DfE had disputed it. Where the one fifth figure had been presented by the organisation, the Committee did not consider it a point of significance whether it had been shared in a press release about the report or the report itself. There was no significant inaccuracy on this point.

#### Conclusion

27. The complaint was not upheld.

#### Remedial action required

28. N/A

Date complaint received: 10/01/2023

Date complaint concluded: 16/06/2023

## APPENDIX D

### Summary of Complaint

1. Pamela Bishti complained to the Independent Press Standards Organisation that The Times breached Clause 1 (Accuracy) of the Editors' Code of Practice in an article headlined "Club owner's mother 'bribed sergeant with call girl'", published on 10 January 2023.

2. The article reported on accusations of bribery against the complainant. It said the "mother of the owner of one of London's most exclusive nightclubs has denied bribing a police officer with the 'service of a professional escort' and house renovations". The article reported that she was "alleged to have bribed [...] a police officer in the Westminster licensing unit, between February 2013 and June 2015" and that the bribes "included 'entertainment at [a nightclub], tickets to the Wireless music festival and a Metallica concert, food and drinks, hotel accommodation, the 'services of a professional escort' and renovation of the police sergeant's house". It also reported that the complainant "denied four charges of bribery and conspiracy to commit bribery during a short hearing at Southwark crown court". The article stated that the "defendants were charged in November 2021 following what the Met said was a long-running investigation by the anti-corruption command. The defendants are accused of providing a financial advantage to [the police officer] with the intention that he would 'perform a relevant function or activity improperly'".

3. The article also appeared online under the headline, "Club owner's mother 'bribed sergeant with call girl'".

4. The complainant said that the article was inaccurate in breach of Clause 1 because she was only charged with bribery and conspiracy to commit bribery in relation to the claims regarding interior design and renovations carried out on the police officer's house. She stated that, at no point, did the charges against her involve professional escorts. The complainant said the indictment had been unclear, but that those specific allegations related only to the other defendant. The complainant said that she had written to the Crown Prosecution Service (CPS) asking it to alter the wording of the indictment to make this clearer but, nonetheless, the true position had been made clear during the application hearing where the charges put forward did not relate to an escort service.



5.The complainant provided the indictment, which stated:

#### COUNT 15

An individual "accepted financial and other advantage(s) from [other defendant] and/or Pamela Bishti, namely:

- (a) Entertainment at CLS,
- (b) Tickets to Wireless Festival,
- (c) Food and/or drinks at various locations,
- (d) Transport
- (e) Hotel accommodation,
- (f) Metallica tickets,
- (g) The services of a professional escort, and/or
- (h) Renovation of [named police officer's] house [...]

#### COUNT 16

[Other defendant] and PAMELA BISHTI, between the 1st day of February 2013 and the 25th day of June 2015, gave [name], a police officer, financial and other advantage(s), namely:

- (g) The services of a professional escort, and/or
- (h) Renovation of [name]'s house

#### COUNT 17

[Name], being a police officer, between the 1st day of February 2013 and the 25th day of June 2015, accepted financial and other advantage(s) from [other defendant] and/or Pamela Bishti, namely:

[...]

- (g) The services of a professional escort, and/or
- (h) Renovation of [named police officer's] house

#### COUNT 18

[Other defendant] and PAMELA BISHTI, between the 1st day of February 2013 and the 25th day of June 2015, gave [name], a police officer, financial and other advantage(s), namely: [...]

- (g) The services of a professional escort, and/or
- (h) Renovation of [named police officer's] house.

6. The complainant said there had been a further hearing at the end of January, after the publication of the article, in which the counsel for the CPS stated: "...Count 15, we understand the position regarding the little (g) and may I touch on that issue, in relation to counts 16 and 18 and [the complainant] – Court will notice insertion of the word and/or in both those counts although that particular little g is in the indictment, as things stand, Prosecution do not advance that against [the complainant] and never have advanced that against her." The complainant provided an attendance note of the January hearing which was taken at the time by the other defendant's solicitor, who was in court. The note said "Given reporting already taken place. Insertion after G after both those counts. And or. All I will say. Although that is in the indictment, the Crown does not advance G against Pamela Bishti and never has."

7. The publication did not accept a breach of Clause 1. It said that the relevant counts in the indictment, counts 16 and 18, had stated the charge as being against both the complainant and her son; otherwise, it would have used the phrase "and/or", as it had in other charges. It said that in these counts the complainant and the other defendant were charged both jointly and severally. It said the reporter who attended the hearing had confirmed that the charges heard in court reflected those of the indictment, and that no representative present had sought to correct what had been heard.

8. The publication said that, regardless of whatever indication the CPS gave regarding its intentions in the hearing which occurred after the publication of the article, the complainant had submitted a plea in relation to charges regarding

the provision of “the services of a professional escort”. It asserted, therefore, that the prosecution was able to pursue this element of the charges at any time.

9. The publication stated that neither the memo from the CPS nor the attendance note from the complainant’s representative altered its position. It said that the eight “advantages” [services or benefits offered during the alleged bribe] were all listed in the alternative – not just the count in relation to the “services of a professional escort”. This simply came after this “advantage”, as it was the penultimate in the list. The publication said that it could be assumed that during trial, the prosecution would set out its arguments in relation to which of the “advantages” it believed it could prove. Whilst the CPS had provided an indication of the current evidentiary position in regard to one “advantage” and which defendant it applied to, the publication stated the prosecution could still advance its case with respect to any of the other “advantages”.

## 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

10. The Committee firstly noted the role of the newspaper was to report accurately on court proceedings; it was not responsible for the accuracy of allegations advanced through those proceedings.

11. The Committee noted that it was not necessary for it to consider counts 15 and 17, as these did not refer to charges advanced against the complainant, but rather the police officer who did not form part of this complaint. It therefore focused on whether the counts pertaining to the complainant – counts 16 and 18 – were reported accurately.

12. The Committee considered whether the “and/or” formulation in counts 16 and 18 meant the article had reported the indictment incorrectly, in stating that the charges were against the complainant. It noted the formulation appeared in every list in the indictment, and considered it to be a drafting convention rather than an indication that only certain charges against the complainant were being advanced. Though the solicitor’s note appeared to show that the prosecution had stated that it would not be advancing this particular element of the charge against the complainant, this information was not available to the newspaper at the time of publication. It did not consider that there was a failure to take care over the accuracy of the indictment.

13. The Committee then considered whether the note from the complainant’s solicitor, which resulted from court proceedings that occurred after the publication of the article, rendered the article significantly inaccurate, and whether the publication was therefore obliged to print a correction of the article, in line with the terms of Clause 1 (ii) – notwithstanding that it had taken care over the accuracy of the article. The Committee noted that while the complainant had invited the CPS to amend the indictment, it had not done so. Taking all these factors into account, the article was not significantly inaccurate and therefore in need of correction under the terms of Clause 1 (ii).

#### Conclusions

14. The complaint was not upheld.

Remedial action required

N/A

Date complaint received: 02/02/2023

Date complaint concluded by IPSO: 16/06/2023

## APPENDIX E

### Decision of the Complaints Committee – 17450-23 A woman v Greenock Telegraph

#### Summary of Complaint

1. A woman complained to the Independent Press Standards Organisation that Greenock Telegraph breached Clause 1 (Accuracy), Clause 2 (Privacy), Clause 4 (Intrusion into grief and shock), Clause 9 (Reporting of crime) and Clause 11 (Victims of sexual assault) of the Editors' Code of Practice in an article published in 2023.
2. This decision is written in general terms, to avoid the inclusion of information which could identify a victim of sexual assault.
3. The article reported on a petition hearing where a defendant who was charged with sexually assaulting two people was granted bail. The article listed a number of sexual assaults against both of the alleged victims and gave the addresses for several, including that one occurred in a "flat" and ranges of dates when the assaults were said to have taken place. It also contained other details of the charges. The defendant was named in the article.
4. A similar version of the article appeared online.
5. The complainant, one of the alleged victims, said the article was in breach of Clause 11. She said the level of detail included in the article could easily identify the alleged victims, especially due to the locations of street addresses and dates, which together allowed some readers to associate the addresses with the complainant. The complainant also noted some of the dates listed in the article were during Covid-19 where restrictions on visits to residential addresses were in place, which she said revealed the relationship between the victims and the accused. She said that immediately after the publication of the article she, and others close to her, had been contacted by seven or eight people to ask whether the article referred to her family. During the course of the few weeks it took IPSO to investigate this complaint, the number continued to rise.
6. The complainant said the article breached Clause 2 by revealing that she and another member of her family were victims of sexual assault, information she said they had an expectation of privacy over. She also said the article was in breach of Clause 2 because it reported on specific and intimate details of the charges. She also said it was in breach of her privacy because it reported on the family's residential addresses; the dates in which they had lived there; and the other family member's age. The complainant said the hearing had taken place in private, and at this stage the charges would not have been made public. She

said the information could only have been accessed through an officer of the court.

7. The complainant said that the article was inaccurate in breach of Clause 1 because it had explained the defendant had been released but had omitted the geographical restrictions of the conditions of bail, giving the misleading impression he could go to places he was banned from.

8. The complainant also said the article was in breach of Clause 9 because she alleged it identified other family members of the victims by virtue of identifying the two victims.

9. The complainant also said the article was in breach of Clause 4, as it intruded into her grief and shock by identifying the victims and by including the intimate details of the charges.

10. The publication denied a breach of Clause 11. It said that the "average reader", who had no prior knowledge of the case, the alleged victims or the accused, would not be able to establish the identity of the alleged victims, and as such no "jigsaw identification" could have taken place. It said that specific addresses were not given in the article, rather they were simply street level. It said that the fact some of the dates cited took place in lockdown was "neither here nor there". The publication said what has been reported came directly from the charges contained within court papers, and these details were highly likely to be contained within a future indictment prior to the accused's trial. It noted that the alleged victims were not named in either article, however, the accused was. It said taking the complaint to its logical conclusion would mean that naming the accused could lead to the identification of the alleged victims.

11. The publication did not accept a breach of Clause 2. It said the details of the charges came from the actual charge against the accused. It said these details were in the public domain because they were accessible to the press through an officer of the court. The publication additionally said these details were highly likely to feature in a future indictment which will be made public through the calling of the case in open court for both a preliminary criminal hearing and a trial at the High Court.

12. The publication also disputed it had breached Clause 4. As the publication did not accept the article had identified the complainant, it refuted the suggestion that the article had breached Clause 4 through identification. It also said the details in the article were the same or similar to the detail that would be given in a resultant public indictment.

13. The publication also did not accept a breach of Clause 9 as it considered that all the details of the case in the article would be included in the resultant indictment.

14. The publication did not accept a breach of Clause 1. It said the information about the bail conditions in the article was accurate; the article did not state the defendant could go anywhere he was not permitted. It said as the hearing took place in private the publication was not aware of that specific restriction on the defendant's bail and even if it were aware, it would not be able to report it.

#### 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 4 (Intrusion into grief or shock)

In cases involving personal grief or shock, enquiries and approaches must be made with sympathy and discretion and publication handled sensitively. These provisions should not restrict the right to report legal proceedings.

##### Clause 9 (Reporting of Crime)\*

- i) Relatives or friends of persons convicted or accused of crime should not generally be identified without their consent, unless they are genuinely relevant to the story.

ii) Particular regard should be paid to the potentially vulnerable position of children under the age of 18 who witness, or are victims of, crime. This should not restrict the right to report legal proceedings.

iii) Editors should generally avoid naming children under the age of 18 after arrest for a criminal offence but before they appear in a youth court unless they can show that the individual's name is already in the public domain, or that the individual (or, if they are under 16, a custodial parent or similarly responsible adult) has given their consent. This does not restrict the right to name juveniles who appear in a crown court, or whose anonymity is lifted.

#### Clause 11 (Victims of sexual assault)

The press must not identify or publish material likely to lead to the identification of a victim of sexual assault unless there is adequate justification and they are legally free to do so. Journalists are entitled to make enquiries but must take care and exercise discretion to avoid the unjustified disclosure of the identity of a victim of sexual assault.

#### Findings of the Committee

15. It is a principle of open justice that court proceedings may be reported by the media in an open and transparent way. Nonetheless, the terms of Clause 11 impose strict constraints on court reporting of cases involving victims of sexual offences in recognition of their exceptionally vulnerable position.

16. The Committee first considered Clause 11. It did not accept the publication's argument that it was not possible to identify the victims from the details included in the article. It considered the inclusion of the dates and locations of the assaults, as well as the nature of the charges, and other details of the circumstances of the alleged crimes, revealed the identity of the alleged victims to a circle of people known to them. The Committee stressed that Clause 11 at no point specified that identification could only be to an "average reader" with no knowledge of anyone involved in the case; it considered that this defence by the newspaper demonstrated a fundamental lack of understanding of how the Clause worked as well as the wider principle of "jigsaw identification". The combination of the failure to adhere with the Clause as well as the demonstrable lack of understanding as to how the Clause worked meant the Committee found an egregious breach of Clause 11. The Committee also had strong concerns about the publication's conduct during the investigation. In particular, the Committee was concerned that the publication had not recognised the seriousness of the concerns raised during the investigation.

17. Both the Editors' Code and the law protect the anonymity of people making allegations of sexual assault. In these circumstances, the complainant and the other alleged victim had a reasonable expectation of privacy in relation to this highly sensitive information. The inclusion of the identifying details about the



complainant and the other alleged victim in the article represented an unjustified intrusion into their private lives, and a breach of Clause 2 of the Code.

18. The Committee turned to the complainant's concerns under Clause 4 (Intrusion into grief or shock) and Clause 9 (Reporting of crime). Although it had deep sympathy for the complainant, and accepted the article had caused her deep distress, it noted both Clauses 4 and 9 specifically stipulate they do not restrict the right to report legal proceedings. Where the information in the article was disclosed as part of legal proceedings, there was no breach of either Clause.

19. The Committee considered the complainant's concerns that the article was inaccurate as it omitted a reference to the geographical restrictions of the conditions of bail, whilst stating that the defendant had been released. Where it was not inaccurate that the complainant had been released, and the article did not state that the complainant was present, or allowed to be present, in the region he was banned from, the Committee did not consider the article to be inaccurate on this point. There was no breach of Clause 1. Conclusion

20. The complaint was upheld under Clause 11 and Clause 2.

#### Remedial Action required

21. The Committee considered the placement of its adjudication. In exercising its powers to determine the nature, extent and placement of a remedy to a breach of the Code that it has established, the Committee will have regard to a number of factors including the seriousness of the breach, its placement within the article, and its prominence. The Committee is also obliged to act proportionately.

22. Having upheld the complaint under Clause 11 and Clause 2, the appropriate remedy was the publication of an adjudication.

23. In light of the seriousness of the breach and an apparent lack of understanding by the publication of the seriousness of the issue and the application of Clause 11 (Victims of sexual assault), the Committee also recommended the publication undergo training by IPSO on the relevant parts of the Editors' Code, to support its editorial standards in this area.

24. The Committee considered the placement of the adjudication. The print article had featured on page four. Given the egregious nature of the breach and the lack of any action taken by the publication to remedy it, the Committee considered a reference to the upheld ruling should be published on the front page of newspaper. This should direct readers to page two, where the adjudication should be published in full, and be clearly distinguished from other editorial content.

25. The adjudication should also be published online, with a link to this adjudication (including the headline) being published on the top 50% of the

publication's homepage for 24 hours; it should then be archived in the usual way. A link to the adjudication should be published as a footnote correction with an explanation that the article had been amended following the IPSO ruling. The publication should contact IPSO to confirm these amendments it intends to make to the online material to avoid the continued publication of material in breach of the Editors' Code of Practice.

26. The headline to the adjudication should make clear that IPSO has upheld the complaint, reference the title of the newspaper and refer to the complaint's subject matter. The headline must be agreed with IPSO in advance.

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

A woman complained to the Independent Press Standards Organisation, the press regulator, that Greenock Telegraph breached Clause 2 (Privacy) and Clause 11 (Victims of sexual assault) of the Editors' Code of Practice in an article published in 2023.

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

The article reported on a petition hearing where a defendant who was charged with sexually assaulting two people was granted bail. The article listed a number of sexual assaults against both of the alleged victims and gave the addresses for several, including that one occurred in a "flat" and ranges of dates when the assaults were said to have taken place. It also contained other details of the charges. The defendant was named in the article.

The complainant, one of the alleged victims, said the article was in breach of Clause 11. She said the level of detail included in the article could easily identify the alleged victims, especially due to the locations of street addresses and dates, which together allowed some readers to associate the addresses with the complainant. The complainant also noted some of the dates listed in the article were during Covid-19 where restrictions on visits to residential addresses were in place, which she said revealed the relationship between the victims and the accused. She said that immediately after the publication of the article she, and others close to her, had been contacted by seven or eight people to ask whether the article referred to her family. During the course of the few weeks it took IPSO to investigate this complaint, the number continued to rise.

The complainant said the article breached Clause 2 by revealing that she and another member of her family were victims of sexual assault, information she said they had an expectation of privacy over. She also said the article was in breach of Clause 2 because it reported on specific and intimate details of the charges. She also said it was in breach of her privacy because it reported on the family's residential addresses; the dates in which they had lived there; and the other family member's age. The complainant said the hearing had taken place in private, and at this stage the charges would not have been made public. She

said the information could only have been accessed through an officer of the court.

IPSO did not accept the publication's argument that it was not possible to identify the victims from the details included in the article. It considered the inclusion of the dates and locations of the assaults, as well as the nature of the charges, and other details of the circumstances of the alleged crimes, revealed the identity of the alleged victims to a circle of people known to them. IPSO stressed that Clause 11 at no point specified that identification could only be to an "average reader" with no knowledge of anyone involved in the case; it considered that this defence by the newspaper demonstrated a fundamental lack of understanding of how the Clause worked as well as the wider principle of "jigsaw identification". The combination of the failure to adhere with the Clause as well as the demonstrable lack of understanding as to how the Clause worked meant IPSO found an egregious breach of Clause 11.

Both the Editors' Code and the law protect the anonymity of people making allegations of sexual assault. In these circumstances, the complainant and the other alleged victim had a reasonable expectation of privacy in relation to this highly sensitive information. The inclusion of the identifying details about the complainant and the other alleged victim in the article represented an unjustified intrusion into their private lives, and a breach of Clause 2 of the Code.

IPSO also had strong concerns about the publication's conduct during the investigation. In particular, IPSO was concerned that the publication had not recognised the seriousness of the concerns raised during the investigation.

Date complaint received: 12/03/2023

Date complaint concluded by IPSO: 06/06/2023

**APPENDIX F**

<u>Paper no.</u>	<u>File number</u>	<u>Name v publication</u>
2869	02538-22	A woman v Mail Online
2870	02539-22	A woman v Mail+ (Daily Mail)
2875	12013-22	Moss v Surrey Comet