
MINUTES of the COMPLAINTS COMMITTEE MEETING
Tuesday 5th September at 10.30am
Gate House

Present

Lord Edward Faulks
Nazir Afzal (*remotely items 1-7*)
Andy Brennan
David Hutton
Alastair Machray
Helyn Mensah
Asmita Naik (*remotely*)
Mark Payton
Andrew Pettie
Allan Rennie
Miranda Winram
Ted Young

In attendance:

Charlotte Dewar, Chief Executive
Emily Houlston-Jones, Head of Complaints
Michelle Kuhler, PA & minute taker, (*remotely*)
Alice Gould, Head of Complaints

Also present: Members of the Executive:

Sarah Colbey
Rosemary Douce
Sebastian Harwood
Natalie Johnson
Rebecca Munro
Marcus Pike
Molly Richards
Hira Shah, (*remotely*)

Observers:

Jonathan Grun, Editors' Code of Practice

1. Apologies for Absence and Welcome

There were no apologies received.

2. Declarations of Interest

There were declarations received from Ted Young for items 8 and 12, and from Alastair Machray for item 10, they both left the meeting for the items.

3. Minutes of the Previous Meeting

The Committee approved the minutes of the meeting held on 18 July 2023

4. Matters arising

There were no matters arising.

5. Update by the Chair – oral

The Chair update the Committee on recent events and meetings of note.

6. Update by the CEO on the IPSO Office move – oral

The Chief Executive update the Committee on IPSO's lease at Gate House that is due to expire in February 2025.

We are beginning the process of finding new premises. We will be appointing estate agents in the next few months with a view to moving in late 2024.

If any Committee members have any thoughts or ideas regarding the move please get in touch.

7. Complaints update by the Head of Complaints – oral

Alice Gould, Head of Complaints, gave the Committee an update on complaints of note.

She also updated them on the team's policy work that has been taking place, around rejections issued, and further updates will be brought to the Committee at a later date on their progression.

8. Complaint 18439-23 Spain v Mail Online

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

9. Complaint 18053-23 Blackman v thenational.scot

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

10. Complaint 12060-22/12061-22/12062-22/12063-22 The family of Matthew Lavin v Daily Post/liverpoolecho.co.uk/manchestereveningnews.co.uk/lancs.live

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

11. Complaint 11643-22 The family of Matthew Lavin v wigantoday.net

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

12. Complaint 18473-23 Clunes v Mail Online

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

13. Complaints not adjudicated at a Complaints Committee meeting

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

14. Any other business

No matters arising.

15. Date of next meeting

The date of the next meeting was subsequently confirmed as Tuesday 10 October 2023.

APPENDIX A

Decision of the Complaints Committee – 18439-23 Spain v Mail Online

Summary of Complaint

1. Luna Spain complained to the Independent Press Standards Organisation that Mail Online breached Clause 1 (Accuracy), Clause 2 (Privacy), Clause 6 (Children), and Clause 10 (Clandestine devices and subterfuge) of the Editors' Code of Practice in an article headlined "Starbucks manager sacked for ranting at woman she accused of 'transphobia' is an outspoken trans activist whose neighbours are terrified of 'offending by mistakenly saying the wrong thing'", published on 13 May 2023.

2. The article – which appeared online only – reported on an incident in a coffee shop involving the complainant, who was a staff member at the time. It reported that the complainant "is an outspoken campaigner for trans rights" and included the following information about the complainant: the degree she was studying towards and the institution where she was studying; the town where she was raised; the fact that she had attended secondary school in this town; the name of the secondary school; the town where she was living at the time of the article's publication; her parents' names; and a brief description of her parent's house, including the type of building and the kind of road it was located on, and which town the house was in.

3. The article also said the customer involved in the incident had "claimed that she was in fear of her life after being physically thrown out of the café by [the complainant] and that she then attempted to attack her partner [...], who was filming the altercation."

4. The article then reported that "[n]eighbours along the quiet road where Luna lives [...] described her as 'unique.' One told MailOnline: 'Luna has a partner, and they seem a nice enough couple but don't say a lot to us. Nobody around here has a problem with her sexuality, but people are quite scared of offending her if they say the wrong thing.'" It also quoted a former classmate of the complainant: "Luna was always a big, outspoken character, even at school. She was never afraid to call things out and let's just say, she wasn't everybody's cup of tea. A lot of us have seen the video and have spoken about it".

5. The article also stated that "Luna is well known within [her current hometown's] trans community and is an outspoken campaigner on trans issues" and "she attended a vigil for transgender teenager Brianna Ghey". It then quoted from the complainant's social media posts: "A fire has been placed in my belly. I'm going to be louder and prouder than ever before. Each day I live as my true self, each day every trans and non-binary person lives as their true self is justice"; "We will not be stopped, we won't be silenced we won't be forced in to

hiding. Trans people have always been here. AND WE ARE NOT GOING ANYWHERE!! RIP Brianna. We all love and mourn you dearly”; and “Labels are important with gender identity because without labels we wouldn’t have identity. Labels are not the problem. Bigotry and intolerance of difference is the problem. Labels should be celebrated and used to build one’s character and sense of self.”

6. The article included several images of the complainant, including three which showed her with a child – the child’s face was pixelated in the photographs. It also included a video which showed the coffee shop incident.

7. When making her complaint to IPSO, the complainant confirmed that she was also acting on behalf of the child’s guardian.

8. The complainant said the article contained several breaches of Clause 2. Firstly, she said the article had included: several images of her that had been obtained without her consent; unnecessary biographical details; as well as social media posts she had posted. She said that including this level of information meant it would be easy to track her down, and met the threshold for ‘doxing’, which made her vulnerable to physical attack and harassment. She said this information was not easily accessible in the public domain.

9. She said that the article included three images of her with a child, whose face she said had been “poorly pixelated”. She said these images revealed the child’s ethnicity, hair length and colour, and eye colour. She said the child had a right to a private life, and that including these pictures intruded upon that right in breach of Clause 2.

10. The complainant also said that the images published in the article were obtained from a private Facebook account. She said the images were not public at the time of publication nor had they ever been. She provided a screenshot of a Facebook activity log which showed the privacy settings on the images in the article on certain dates. The log showed that the images had been shared with friends only, and that one had been used as a profile picture.

11. The complainant also said that the publication had breached Clause 6 by publishing images of the child. She stated that, although the images were pixelated, the child was identifiable and it was clearly the same child in all the images. The complainant explained that the article had caused distress to the child and that they had been identified by members of the public following the article. She said the child had become the subject of curiosity and unwanted attention at nursery following publication of the article, and she believed the article put the child at risk of harm. She said it was unnecessary to include pictures of her with the child and that their inclusion was intended to be provocative. She also said that the publication could have cropped the image to remove the child, but had chosen not to – it was not necessary to reference the child in the article.

12. The complainant further believed that the publication had breached Clause 10, as she believed that it may have obtained private Facebook images through clandestine means; the images published in the article had not been publicly available, she said.

13. The complainant also said that the headline was inaccurate and misleading, in breach of Clause 1. She said she was not an “outspoken trans activist”, and that this headline claim was not supported by the text of the article. She said that the article had quoted a social media post she had made in memory of Brianna Ghey - a transgender teenager who had been murdered - but this did not prove she was an activist. Rather, she said it showed that she was affected by this tragic murder. She further said that the article’s reference to an opinion of someone who had attended school with her a decade ago did not prove that she was an outspoken trans activist.

14. The complainant expressed further concerns about the headline; namely, that the headline’s claim that her neighbours were “terrified” of her was inaccurate and not supported by the article. She said that describing her as “unique” and part of a “nice enough couple” was not the same as being terrified of her. While she acknowledged they were concerned following the incident, she said it was disproportionate and sensationalist to describe them as being “terrified”.

15. The complainant further said the article was one-sided and biased in favour of the customer involved in the coffee shop incident. She said it had omitted details which were not caught on camera during the incident and that it was inaccurate to state that the customer had been “in fear of her life”.

16. The publication did not accept a breach of the Code. Turning first to the alleged intrusion into the private lives of the complainant and the child, it said that the article did not contain information which breached Clause 2: it had not published the street name where the complainant resided and the other basic biographical details included in the article could be readily accessed via social media, for example on Facebook or LinkedIn.

17. The publication also said the images included in the article had been posted publicly on the complainant’s Facebook account. It said an album containing the complainant’s profile images (current and previous) was accessible prior to the article’s publication and that it would not have been able to access these images if they were restricted. It provided a screenshot which showed a photograph of the complainant, which it had obtained on Facebook; it said that this image was available to view to the general public. Although this image did not appear in the article, it said that this was from the same Facebook account where the other photographs had appeared – though it did not provide screenshots showing that the photographs which appeared in the article were open to the public. The publication said that Facebook’s privacy settings had various levels of access and that the website’s users may not always realise that some parts of their profile remain accessible even if they had restricted other parts.

18. The publication said the photograph of the child had been heavily pixelated prior to publication, and the child was therefore unidentifiable. For this reason, it said the publication of these images did not intrude into the child's private life in breach of Clause 2. It also did not accept that the photographs of the child breached Clause 6. It said that the child had not been named and had been heavily pixelated to avoid identification or any intrusion into their schooling. It said that an image of the child's pixelated face would not have prompted any unwanted behaviour directed towards the child.

19. Turning to the specific terms of Clause 6 (iii) of the Editors' Code, the publication said that neither the child's welfare nor another child's welfare was the subject of the images and, as the child's likeness had been significantly obscured through pixelation, the child had not been 'photographed' as defined by the terms of Clause 6 (iii).

20. The publication did not accept a breach of Clause 10. It reiterated its position that the images included in the article had been obtained from the complainant's Facebook profile and were accessible to the general public at the time of publication. The publication provided an email from the editor of the article to the picture desk, sent on 11 May, requesting that they save the images via the link provided. It said that, if the publication had procured the images by clandestine means or by subterfuge, the editor would have provided the picture desk with the images to save into the system, rather than sending them a link to the images which they would not have been able to access. It said the email not only demonstrated the editor was able to access the images without hindrance using the supplied link but also indicated that the picture desk had similar access, thus illustrating that the photos were publicly available.

21. The publication did not consider the article had described the complainant in an inaccurate manner in breach of Clause 1. With regard to the headline's claim that the complainant was a "trans activist", the publication said this was supported by the article which quoted the complainant's social media posts:

"fire has been placed in my belly. I'm going to be louder and prouder than ever before. Each day I live as my true self, each day every trans and non-binary person lives as their true self is justice. 'We will not be stopped, we won't be silenced we won't be forced in to hiding. Trans people have always been here. AND WE ARE NOT GOING ANYWHERE!! RIP Brianna. We all love and mourn you dearly."

In another social media post, she wrote:

"Labels are important with gender identity because without labels we wouldn't have identity. 'Labels are not the problem. Bigotry and intolerance of difference is the problem. Labels should be celebrated and used to build one's character and sense of self."

22. It then said the story came to the attention of the media following her “aggressive” behaviour toward a customer who had made “an honest mistake”. It said that a neighbour was quoted in the article, and that the full quote from the neighbour was: “...people are quite scared of offending her if they say the wrong thing. You saw what happened in the Starbucks and people don’t want that happening to them.” The publication said it was “a reflection” of the aggressive behaviour exhibited by the complainant in the coffee shop. It also said that the article had provided a quote from someone who attended school with the complainant who said to the journalist: “Luna was always a big, outspoken character, even at school. She was never afraid to call things out and let’s just say, she wasn’t everybody’s cup of tea. A lot of us have seen the video and have spoken about it.” Therefore, the publication considered that the article clearly set out the basis for the headline’s claim that the complainant’s neighbours were “terrified of ‘offending’ [her] by mistakenly saying the wrong thing”.

23. The complainant said that the screenshot of the Facebook image the publication had provided was from an old account under her previous identity; she said this account had been inactive for two years. She also said this account had never included any of the photographs used in the article.

Relevant Clause Provisions

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.

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.

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.

10 (Clandestine devices and subterfuge)*

i) The press must not seek to obtain or publish material acquired by using hidden cameras or clandestine listening devices; or by intercepting private or mobile telephone calls, messages or emails; or by the unauthorised removal of documents or photographs; or by accessing digitally-held information without consent.

ii) Engaging in misrepresentation or subterfuge, including by agents or intermediaries, can generally be justified only in the public interest and then only when the material cannot be obtained by other means.

Findings of the Committee

24. The Committee first turned to the question of whether the information included in the text of the article represented an unjustified intrusion into the complainant's private or family life in breach of Clause 2. While the Committee accepted that the information included in the article may have related to the complainant's family life – for instance, the reference to her partner and parents – it did not follow that publishing these details represented an unjustified intrusion into the complainant's private or family life. The Committee considered that the information was simply biographical detail. There was no breach of Clause 2 on this point.

25. The images included in the article depicted the complainant's likeness and had not revealed any private information about her; publishing these photographs did not therefore represent a breach of Clause 2.

26. The Committee next considered whether the publication had breached the terms of Clause 6 or Clause 2 by including three pixelated images of a child. In reaching its finding, the Committee carefully considered whether the newspaper's decision to publish the photographs represented an intrusion into the child's privacy, related to their welfare, or intruded into their time at school. In this case, the Committee found that the pixelation was sufficient to prevent the identification of the child and, as such, the publication had taken clear steps to reduce the risk of an unnecessary intrusion into the child's schooling. It further noted that the text of article had not referenced the child or any potential relationship to the complainant. It did not consider, therefore, that the child had been photographed on a matter relating to their welfare. Nor did the Committee consider that the images intruded into the child's private life, for the same reasons noted above. There was no breach of Clause 6 or Clause 2 on this point.

27. The Committee turned next to the complainant's Clause 10 concerns. It recognised the complainant's position that the pictures included in the article were not publicly available at the time of the article's publication. However, it does not necessarily follow that, because a complainant holds the honest belief that a social media photograph was private, it therefore must have been obtained via clandestine means or subterfuge. To reach a finding that a publication has engaged in such behaviour, the Committee must carefully examine the information it has before it, and be satisfied that there is a compelling reason to believe that a publication has engaged in clandestine activity or subterfuge.

28. The Committee expressed concern that the publication did not appear to have taken any steps to document how it had obtained the images included in the article – for instance, by taking screenshots showing they had been public – and had therefore been forced to rely on a single email, comprised only of a link to a Facebook profile, to demonstrate that the photographs had been legitimately sourced. The Committee noted that it is good practice for publications to keep a record of how images are obtained – for example, screenshots showing the relevant privacy settings. However, while the publication was unable to provide screenshots, the Committee noted the publication's email to the picture desk, which had been sent prior to the article's publication. This included a link to a Facebook account, which suggested that the link did contain accessible images. Therefore, on the balance of probabilities, the Committee did not consider that there was sufficient evidence before it to support a finding that the publication had breached the terms of Clause 10.

29. The complainant said the headline was inaccurate and not supported by the text of the article; she disputed that she was "an outspoken trans activist whose neighbours are terrified of 'offending by mistakenly saying the wrong thing'". The

Committee noted that the article had quoted a neighbour who had said “people are quite scared of offending her if they say the wrong thing”. The Committee considered that this was sufficient basis for the headline’s characterisation and it was not a significantly inaccurate or misleading summary of her neighbour’s comments. It further noted that the complainant could not speak on behalf of her neighbour as to whether the article had misrepresented how they felt. There was no breach of Clause 1 on this point.

30. The Committee then turned to the headline’s claim that the complainant was an “outspoken trans activist”. It noted that the article had quoted several social media posts which the complainant had posted which related to trans issues; these made wider points about topics such as gender identity and the need for labels. In this instance, where “activist” could be interpreted in various ways, this characterisation was supported and clarified by the article, which made clear the basis for this characterisation: the complainant’s attendance at vigils and their social media posts. In any event, there was no breach of Clause 1 on this point.

31. The complainant had not alleged that the customer had been misquoted or that the article did not accurately reflect the views of the customer, and she was not in a position to say whether or not the customer had feared for her life. The article did not therefore breach the terms of Clause 1 by reporting that the customer “claimed that she was in fear of her life”.

32. The Committee noted that the Code does not address issues of bias or balance and therefore the complainant’s concerns that the article was one-sided and biased in favour of the customer’s perspective did not engage the Code.

Conclusions

33. The complaint was not upheld.

Remedial action required

34. N/A

Date complaint received: 15/05/2023

Date complaint concluded by IPSO: 22/09/2023

APPENDIX B

Decision of the Complaints Committee – 18053-23 Blackman v The National

Summary of Complaint

1. Dr Jonathan Kiehlmann, acting on behalf of Kirsty Blackman, complained to the Independent Press Standards Organisation that The National breached Clause 1 (Accuracy) of the Editors' Code of Practice in an article headlined "Those who raised questions about SNP finances were never answered", published on 14 April 2023.
2. The article – which appeared on a double-page spread across pages 12 and 13 – was a column by Joanna Cherry. The column dealt with Ms Cherry's experience of losing her front bench role in the Scottish National Party (SNP) in February 2021 after she "started asking awkward questions about the party's internal management". It said that: "Others, including Kirsty Blackman, made it clear from their social media attacks on me that I was being sacked for 'transphobia'. I am still waiting to hear the evidence in support of these attacks which were, of course, in breach of the party's code of conduct." It also referred to comments made by other party members about her departure: "There was only a terse comment from Ian Blackford that I was guilty of 'unacceptable behaviour' and 'Joanna is leaving us', as though I had somehow been kicked out of the group rather than simply not taking up a role as spokesperson. He has yet to specify what he meant by that".
3. The article also appeared online in substantially the same format, under the headline, "Those of us with questions about SNP finances were shouted down".
4. The complainant said that the article was inaccurate in breach of Clause 1 as it had claimed that Ms Blackman had "made it clear from their social media attacks on [Ms Cherry] that [she] was being sacked for 'transphobia'". The complainant said that Ms Blackman had never claimed on social media that the Ms Cherry had been "sacked for 'transphobia'".
5. The complainant acknowledged that, in 2020, Ms Blackman was critical of Ms Cherry's behaviour towards trans people, which she believed led many young and LGBT people to leave the party, and that, later in 2021 after Ms Cherry's removal from the front-bench, Ms Blackman supported calls for action against Ms Cherry for her alleged transphobia. However, in relation to the specific claim made in the article, he said that at no stage had Ms Blackman claimed on social media that Ms Cherry was sacked for transphobia, nor had she commented on the reasons for her removal from the front-bench. The complainant said that, given the article described the online abuse faced by politicians, it was important that the record be put straight.

6. The publication did not accept a breach of Clause 1. It said that the article had not claimed that Ms Blackman had said Ms Cherry's dismissal was due to transphobia on social media. Rather, it had said that Ms Blackman was among those who had "made it clear from their social media attacks" that she was being sacked due to "transphobia". It said that this was Ms Cherry making a point around the "wider political climate" behind her removal from the front-bench, in the context of a column clearly distinguished as her personal view of the decision to remove her from her role; it was not a claim of fact that Ms Blackman had claimed this on social media, but was clearly distinguished as Ms Cherry's interpretation of Ms Blackman's social media posts.

7. The publication provided a tweet posted by Ms Blackman in November 2021 to support its position; it said that posts such as these were the basis for Ms Cherry's view, which was set out in the article. The post said:

- why do you keep publicly criticising Joanna Cherry's views on trans issues?'
- complaining through the proper channels, repeatedly, for years, has resulted in nothing happening and these views still being expressed - and still causing harm to so many people.

Relevant Clause Provisions

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

12. The Committee considered the complainant's position that the passage in issue was a statement of fact which, if significantly inaccurate, required the publication of a correction in order to comply with Clause 1(ii). It noted the context in which the passage appeared; it was included in a column, written in the first-person from a polemical point-of-view by an elected figure, in which she set out her opinion about the reasons for her removal from her frontbench role. The column included her view that there is a lack of transparency about decisions taken by the party about members and she cited a comment made about her removal by a senior party member which she said has not been properly explained. The writer then referred to the social media posts of Ms Blackman, which the publication had argued criticised her for views she had expressed previously on trans issues. The Committee also considered the precise wording of the passage under complaint. It considered that the manner in which it was phrased – "Others, including Kirsty Blackman made it clear from their social media attacks on me that I was being sacked for "transphobia"" - fell short of being a factual assertion about the precise content of such posts. Rather, the writer was expressing her view as to what the posts represented. The article had, therefore, sufficiently distinguished the passage as the writer's interpretation of Ms Blackman's social media posts in compliance with Clause 1 (iv). For this reason, there was no breach of Clause 1.

Conclusions

13. The complaint was not upheld.

Remedial action required

14. N/A

Date complaint received: 25/05/2023

Date complaint concluded by IPSO: 02/10/2023

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 C

Decision of the Complaints Committee – 12060-22 The family of Matthew Lavin v Daily Post

Summary of Complaint

1. The family of Matthew Lavin complained to the Independent Press Standards Organisation that Daily Post breached Clause 2 (Privacy), Clause 4 (Intrusion into grief or shock) and Clause 5 (Reporting of Suicide) of the Editors' Code of Practice in an article headlined "Boys found body of man below aqueduct", published on 22 September 2022.
2. The article reported on the opening of the inquest into Matthew Lavin's death, which had been adjourned to a later date. It reported that Mr Lavin had been found under Pontcysyllte aqueduct which it described as "the Llangollen beauty spot". It reported that a post-mortem found that he had "suffered multiple injuries and internal bleeding". It stated the inquest "heard the injuries were consistent with a fall".
3. The article was accompanied by an aerial photograph of the aqueduct and included the man's street-level address.
4. A similar version of the article also appeared online, under the headline "Inquest opens into death of man, 23, found at Pontcysyllte Aqueduct". The sub-headline reported that Mr Lavin's body "was discovered at the beauty spot near Llangollen".
5. The complainants said the article breached Clause 5 as they considered the level of detail given about the method of suicide was excessive and could enable simulative acts. The complainants said that the aqueduct was a "well-known" location for suicide and suggested that the article romanticised and glamourised it.
6. The complainants also said that the level of detail about circumstances of Mr Lavin's death included in the article was intrusive and insensitive, in breach of Clause 2 and Clause 4. The complainants said that the level of detail the article gave about the injuries was deeply distressing, and that the family had not yet themselves received a copy of the post-mortem report. The complainant also expressed concern that the article included Mr Lavin's street-level address.
7. The publication expressed its condolences for the complainant's loss, however, it did not accept that the article breached the Code. It denied that the article

reported – or suggested – that the man died by suicide. It also denied that the terms of Clause 5 were engaged: the article reported on the opening hearing of the inquest and no verdict had yet been recorded by the coroner. In any event, the publication did not accept that the article contained “excessive” details as defined by the terms of Clause 5. The article did not disclose any novel cause of death or reveal an unknown or undisclosed location; the aqueduct was world-famous, and readers would understand that falling from such an extreme height would be fatal.

8. The publication said that, as with all open inquests, newspapers are entitled to report freely on proceedings, even if this is distressing to a family. It said that no approaches were made to the complainants and the information within the article – including the details concerning the man’s injuries and the provisional cause of death given by the pathologist – had been heard in the inquest.

9. In July 2023, ten months after the publication of the article and the complaint being made to IPSO, the complainants informed IPSO that a verdict of suicide was recorded by the coroner.

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 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 5 (Reporting suicide)*

When reporting suicide, to prevent simulative acts care should be taken to avoid excessive detail of the method used, while taking into account the media's right to report legal proceedings.

Findings of the Committee

10. The Committee wished to express its sincere condolences to the complainants for their loss.

11. The Committee was clear: a formal verdict by a coroner was not required for the terms of Clause 5 to be engaged, and care should also be taken to avoid excessive details of the method used where there is a suspected suicide or an attempted suicide. The Committee also noted that location may constitute a detail of the method of suicide. In this instance, where the article reported on the opening hearing of the inquest for a death where suicide was a possible outcome and where the location of death was central to the method of suicide, the Committee considered that the terms of Clause 5 were engaged.

12. While the Committee acknowledged that the publication of the article had caused the complainants concern and upset, it did not consider that the article contained a level of detail of the method used that was excessive, to the extent that there was a risk of simulative acts: it is widely understood that falling from an extreme height would be fatal, and reporting that someone has died in this manner in and of itself is not excessive detail. Nor did the Committee consider that the descriptions of the structure contained within the article gave rise to the level of excessive detail in breach of Clause 5. While it acknowledged the complainant's concerns that the article glamourised the location by way of its description of the aqueduct, this was not the same as excessive detail of the method itself. There was no breach of Clause 5.

13. There is a public interest in the reporting of inquests; this is recognised in the terms of Clause 4 and Clause 5, which both acknowledge that its provisions should not restrict the right to report legal proceedings. Such proceedings may involve revisiting the events leading up to a person's death in detail and can reveal information of which family members had previously been unaware, or which family members would otherwise consider to be extremely private.

14. In this case, the publication reported on the evidence presented during the opening hearing of the inquest, including the man's injuries and the provisional cause of death given by the pathologist. While the Committee understood the complainants' concerns that they had not received the post-mortem report at the time of the article's publication, it noted that these details, heard at the inquest, had been presented in a factual and non-sensational way. It was not insensitive in breach of the Code for the publication to have reported this information. There was no breach of Clause 4.

15. With regard to Clause 2, the Committee noted that the reported information was shared at the inquest hearing and therefore placed in the public domain. Information made available during an inquest was therefore not considered private, and so reporting it did not constitute a breach of Clause 2. There was no breach of Clause 2.

Conclusion

16. The complaint was not upheld.

Remedial action required

17. N/A

Date complaint received: 13/07/2023

Date complaint concluded by IPSO: 21/09/2023

APPENDIX D

Decision of the Complaints Committee – 11643-22 The family of Matthew Lavin v wigantoday.net

Summary of Complaint

1. The family of Matthew Lavin complained to the Independent Press Standards Organisation that wigantoday.net breached Clause 2 (Privacy), Clause 4 (Intrusion into grief or shock) and Clause 5 (Reporting of Suicide) of the Editors' Code of Practice in an article headlined "Wigan student's body was found at the base of a world-famous aqueduct, inquest hears", published on 20 September 2022.

2. The article – which appeared online only – reported on an inquest into Matthew Lavin's death, which had been adjourned to a later date. The article reported that Mr Lavin had been found under Pontcysyllte aqueduct, and included the height of the structure. It reported that he was "certified as dead at the scene and the provisional cause of death given [...] following a post-mortem examination was multiple injuries including a fractured spine". The article concluded by reporting when the aqueduct was constructed and who designed it, and that it was "the longest [aqueduct] in Britain and the highest in the world" and "designated a UNESCO World Heritage Site" in 2009.

3. The article was accompanied by an aerial photograph of the aqueduct and included the man's street-level address.

4. Following the article's publication – on 20 September 2022 and 21 September 2022, respectively – two members of the man's family contacted the newspaper directly, via e-mail, stating the family had not consented to the article's publication and requested that the article be removed.

5. In response, on 21 September 2022 – and the day after the article's publication – the newspaper expressed its sympathy to both family members but made clear it would not remove the article. However, in a gesture of goodwill, it removed the man's street level address and reference to his "fractured spine" from the article.

6. The complainants said the article breached Clause 5 as they considered the level of detail given about the method of suicide was excessive and could enable simulative acts. The complainants said that the aqueduct was a "well-known" location for suicide and suggested that the article romanticised and glamourised it.

7. The complainants also said that the level of detail about circumstances of Mr Lavin's death included in the article was intrusive and insensitive, in breach of Clause 2 and Clause 4. The complainant said that the level of detail the article gave about the injuries was deeply distressing, and that the family had not yet themselves received a copy of the post-mortem report.

8. The publication expressed its condolences for the complainants' loss, however, it did not accept that the article breached the Code. It denied that the article reported – or suggested – that the man died by suicide. It also denied that the terms of Clause 5 were engaged: the article reported on the opening hearing of the inquest and no verdict had

yet been recorded by the coroner. While it accepted that the article included a high level of detail about the aqueduct, it did not consider that this was “excessive” as defined by the terms of Clause 5, in that it would have the potential to lead to simulative acts of suicide.

9. The publication said that as with all open inquests, newspapers are entitled to report freely on proceedings, even if this is distressing to a family. It said the details concerning the man’s injuries – and the provisional cause of death given by the pathologist – had been heard in the inquest. It said these were reported in a factual manner, without sensationalising the issue.

10. In July 2023, ten months after the publication of the article and the complaint being made to IPSO, the complainants informed IPSO that a verdict of suicide was recorded by the coroner.

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 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 5 (Reporting suicide)*

When reporting suicide, to prevent simulative acts care should be taken to avoid excessive detail of the method used, while taking into account the media's right to report legal proceedings.

Findings of the Committee

11. The Committee wished to express its sincere condolences to the complainants for their loss.

12. The Committee was clear: a formal verdict by a coroner was not required for the terms of Clause 5 to be engaged, and care should also be taken to avoid excessive details of the method used where there is a suspected suicide or an attempted suicide. The Committee also noted that location may constitute a detail of the method of suicide.

In this instance, where the article reported on the opening hearing of the inquest for a death where suicide was a possible outcome and where the location of death was central to the method of suicide, the Committee considered that the terms of Clause 5 were engaged.

13. While the Committee acknowledged that the publication of the article had caused the complainants concern and upset, it did not consider that the article contained a level of detail of the method used that was excessive, to the extent that there was a risk of simulative acts: it is widely understood that falling from an extreme height would be fatal, and reporting that someone has died in this manner in and of itself is not excessive detail. Nor did the Committee consider that the descriptions of the structure contained within the article gave rise to the level of excessive detail in breach of Clause 5. While it acknowledged the complainant's concerns that the article glamourised the location by way of its description of the aqueduct, this was not the same as excessive detail of the method itself. There was no breach of Clause 5.

14. There is a public interest in the reporting of inquests; this is recognised in the terms of Clause 4 and Clause 5, which both acknowledge that its provisions should not restrict the right to report legal proceedings. Such proceedings may involve revisiting the events leading up to a person's death in detail and can reveal information of which family members had previously been unaware, or which family members would otherwise consider to be extremely private.

15. In this case, the publication reported on the evidence presented during the opening hearing of the inquest, including the man's injuries and the provisional cause of death given by the pathologist. While the Committee understood the complainants' concerns that they had not received the post-mortem report at the time of the article's publication, it noted that these details, heard at the inquest, had been presented in a factual and non-sensational way. It was not insensitive in breach of the Code for the publication to have reported this information. There was no breach of Clause 4.

16. With regard to Clause 2, the Committee noted that the reported information was shared at the inquest hearing and therefore placed in the public domain. Information made available during an inquest was therefore not considered private, and so reporting it did not constitute a breach of Clause 2. There was no breach of Clause 2.

17. Notwithstanding this, the Committee welcomed the publication's attempts to resolve the complaint and the sensitivity it had shown in its correspondence with the complainants following the article's publication.

Conclusion

18. The complaint was not upheld.

Remedial action required

19. N/A

Date complaint received: 13/07/2023

Date complaint concluded by IPSO: 21/09/2023

APPENDIX E

Decision of the Complaints Committee -18473-23 Clunes v Mail Online

Summary of Complaint

1. Martin Clunes complained to the Independent Press Standards Organisation that Mail Online breached Clause 1 (Accuracy) of the Editors' Code of Practice in the following articles:

- "EXCLUSIVE Martin Clunes says it would be a 'terrible shame' if view from his hilltop Dorset manor house is 'spoilt' by traveller site - after his new-age hippie neighbours won latest stage of planning war against actor", published on 12 April 2023
- "Doc Martin star Martin Clunes launches last-ditch bid to stop new-age hippie neighbours building traveller site next to his hilltop Dorset manor house... by claiming the couple are NOT nomads", published on 18 April.

2. The first article reported on a planning application submitted by the complainant's neighbours, which had been granted despite objections from the complainant, other locals, and town councillors. The article included the following quote from the complainant: "We are very lucky to have this beautiful view. It would be a terrible shame if it was spoilt. We love living here. I am not going to comment on this, thank you. But you are welcome to speak to my neighbour, [name], to seek his comments. My understanding is that the proposals are now going to be heard by council committee members." The article contained multiple references to this quote, including in the headline.

3. The second article also reported on the planning application, and a "last ditch attempt to stop" the application. The second article contained part of the quote, attributed to the complainant in the first article: "We are very lucky to have this beautiful view. It would be a terrible shame if it was spoilt".

4. The complainant said that both articles were inaccurate in breach of Clause 1. He disputed that he had said "it would be a terrible shame" if his view was "spoilt". The complainant said that two journalists had attended his home property and, in response to one of them remarking on the beautiful view from his home, he had commented: "Yes, we are very lucky". He said that he had also made clear that he would not be commenting on the application during his interaction with the journalists. He said it would have made no sense for him to have referred to the view being "spoilt" as he could not see his neighbours' buildings from his property, and the application would have no impact on his view. The complainant also said that neither journalist had a notepad, nor were either taking notes during the conversation. He said one was holding a phone which he believed was being used to record the conversation, and provided video footage, without audio, of the interaction.

5. The publication did not accept a breach of Clause 1. It said that, after speaking to the complainant, the journalist returned to his car, drove off the complainant's property and wrote down what had been said during the conversation. It said the journalist had done this approximately ten minutes after speaking to the complainant. The publication

also said that the phone had not been used to record the conversation, and that the notes were the only record of what had been said. The publication said that, whilst the quotes within the article may not reflect the complainant's version of events, where the publication had both notes taken very shortly after the discussion and the testimony of the journalist tallied with the notes, it was confident the quote was accurate.

6. The publication provided the notes to IPSO, to support its position. The notes said: "Beautiful view, we are very lucky. It would be a terrible shame if it was spoilt. We love living here. It's now going to the committee members. I'm sure you will understand I'm not going to be commenting on this, thank you. I'm sure you've come a long way today but I will not say anything further. You're welcome to speak to my neighbour and seek his comments. House not mobile home, first left down the hill".

Relevant Clause Provisions

- 1 (Accuracy)
- The Press must take care not to publish inaccurate, misleading or distorted information or images, including headlines not supported by the text.
- 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.
- A fair opportunity to reply to significant inaccuracies should be given, when reasonably called for.
- The Press, while free to editorialise and campaign, must distinguish clearly between comment, conjecture and fact.

Findings of the Committee

7. The Committee noted that, whilst contemporaneous notes are generally considered to be a good way to demonstrate that care has been taken to accurately report conversations, it did not consider that the notes in these circumstances were contemporaneous. It found this to be the cases where there had been several opportunities for the journalists to take notes of the conversation prior to the point where they had actually done so. For instance, the notes could have been taken at the time of the conversation by either of the two journalists, in the car as soon as they returned to it, or by one journalist whilst the other was driving. Instead, a period of ten minutes elapsed between the conversation taking place and the notes being taken.

8. Both parties accepted that the complainant had said he had a beautiful view, that he was lucky to live at the property, and that he was not going to comment further. Whilst the publication said that it was confident the complainant had also said that it "would be a terrible shame if [the view] was spoilt", the complainant was adamant he had not said this, and that he would have no reason to say this as the buildings subject to the application were not visible from his house and would have no impact on the view.

9. There appeared to be inconsistencies between the quote and the established facts of the matter – the Committee acknowledged the complainant's position that he was not able to see the buildings from his property, and also that he stated he was not going to comment on the application – which was confirmed in the publication's notes. In these circumstances, and where the journalist had not made contemporaneous notes of the conversation, the Committee considered that on the balance of probabilities, it was more

likely than not that the journalist had made an error when recording the conversation. The Committee therefore found that the publication had failed to take care not to publish inaccurate information in breach of Clause 1(i).

10. Turning to the significance of the inaccuracy, as the quote was setting out the complainant's alleged opinion of the planning application, the subject of both articles, it was significant. A correction was therefore required, and as none had been offered there was a breach of Clause 1(ii).

Conclusion

11. The complaint was upheld under Clause 1.

Remedial action required

12. Having upheld the complaint, the Committee considered what remedial action should be required. In circumstances where the Committee establishes a breach of the Editors' Code, it can require the publication of a correction and/or an adjudication; the nature, extent and placement of which is determined by IPSO.

13. The Committee considered that the quote included in both articles was inaccurate. Whilst the articles accurately reported on the planning application, the inaccurately reported quote required correction. As the majority of the article was accurate, and where the error appeared to have occurred during the process of writing up the notes of the conversation, the Committee considered that a correction was the appropriate remedy. The correction should acknowledge that the quote did not reflect the complainant's position. It should also put the correct position on record, namely that the complainant denied that he had said the attributed quote.

14. The Committee then considered the placement of this correction. As the inaccuracy appeared in the headline of one of the articles, the correction should appear as a standalone correction and a link should be published on the homepage for 24 hours before being archived in the usual way. In addition, if the publication intends to continue to publish either of the online articles without amendment, a correction should be added to the articles and published beneath the headline. If the articles are amended to remove the inaccurate information, the corrections should be published as footnotes.

15. The wording of all correction should be agreed with IPSO in advance and should make clear that they have been published following an upheld ruling by the Independent Press Standards Organisation.

Date complaint received: 18/05/2023

Date decision issued: 27/09/2023

APPENDIX F

<u>Paper no.</u>	<u>File number</u>	<u>Name v publication</u>
2912	15070-23	Djanogly MP and Silk v The Daily Telegraph
2937	22168-22	Walawalker v Telegraph.co.uk
2958	15098-23	Djanogly MP and Silk v Sunday Mirror
2964	17762-23	McGregor v devonlive.com
2975	17987-23	Garrod v The Times
2959	00556-23	Thompson v hulldailymail.co.uk (Hull Live)
2966	17282-23	Bonnar v Sunday Mail
2967	17352-23	Smith v dailystar.co.uk
2976	17684-23	Ward v Daily Mail
2977	17960-23	Aghios v mylondon.news
2913	00607-23	Kerr v Greenock Telegraph
2983	18412-23	Birtley Young People's Club/Birtley Boxing Club v chroniclelive.co.uk
2984	17743-23	Yallop v The Daily Telegraph
2987	18040-23	Carrick v The Sunday Times
2956	17788-23	Mills-Nanyn v thetimes.co.uk
2986	15390-23	Archer v Barnsley Chronicle
2949	17787-23	Mills-Nanyn v mirror.co.uk
3001	17786-23	Mills-Nanyn v Mail Online
2968	00701-23	McAllister v theboltonnews.co.uk
2969	14834-23	Ochota v The Sunday Times
2973	18392-23	Marshall De Siqueira and Elon Musk Ltd v thetimes.co.uk
2995	17293-23	Reynolds v swindonadvertiser.co.uk
2996	18524-23	Barnwell v The Times
2981	17778-23	Hancock v Daily Mirror
2963	17841-23	Centre for Media Monitoring v The Mail on Sunday
2994	18621-23	Booley v ok.co.uk