

MINUTES of the COMPLAINTS COMMITTEE MEETING
Tuesday 19th July at 10.30am
Remote via zoom conference

Present	Lord Edward Faulks Nazir Afzal Andy Brennan Tristan Davies David Hutton Alistair Machray Helyn Mensah Mark Payton Andrew Pettie Allan Rennie
In attendance:	Charlotte Dewar, Chief Executive Michelle Kuhler, PA minute taker Robert Morrison, Head of Complaints
Also present: Members of the Executive:	Rosemary Douce Sebastian Harwood Emily Houlston-Jones Natalie Johnson Beth Kitson Molly Richards Martha Rowe
Observers:	Jonathan Grun, Editors Code Committee Matt Brown, Board member

1. Apologies for Absence and Welcomes

Apologies were received from Asmita Naik and Miranda Winram
Welcomes were made to Jonathan Grun, Editors Code Committee, and Matt Brown, a new Board member
2. Declarations of Interest

There were no declarations received.
3. Minutes of the Previous Meeting

The Committee approved the minutes of the meeting held on 24th May 2022.
4. Matters arising

There were no matters arising.
5. Update by the Chairman – oral

The Chairman briefed the Committee on a number of public affairs issues and upcoming external engagement.
6. Complaints update by the Head of Complaints – Oral

The Head of Complaints gave the committee an overview of significant ongoing Complaints and some proposals he was developing to improve complaints-handling processes.
7. Complaint 01732-22 Rahman 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.**
8. Complaint 00737-22 Morris v mylondon.news

The Committee discussed the complaint and ruled that the complaint should *be upheld with an adjudication*. **A copy of the ruling appears in Appendix B.**
9. Complaint 01972-22 the Radcliffe School v miltonkeynes.co.uk

The Committee discussed the complaint and ruled that the complaint should *be partially upheld with an adjudication*. **A copy of the ruling appears in Appendix C.**
10. Complaint 11343-20/11344-20 A man v mirror.co.uk/express.co.uk

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

11. Complaints not adjudicated at a Complaints Committee meeting

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

12. Any other business

There was no other business.

13. Date of next meeting

The date of the next meeting was subsequently confirmed as Tuesday 6th September 2022

Appendix A

Decision of the Complaints Committee – 01732-22 Rahman v Mail Online

Summary of Complaint

1. Mizanur Rahman complained to the Independent Press Standards Organisation that Mail Online breached Clause 1 (Accuracy), Clause 2 (Privacy), Clause 3 (Harassment), and Clause 12 (Discrimination) of the Editors' Code of Practice in an article headlined "Anti-racism trainer who ran 'inclusivity' workshop for civil servants at Cabinet Office wished death on 'Zionists' in Twitter post and compared Israel to 'white supremacy'", published on 25th November 2021.

2. The article reported that an anti-racism trainer – the complainant – had "compared Israel to 'white supremacy' and has wished death on 'Zionists'". It quoted statements and tweets that the complainant had made in relation to Israel, including a tweet he had posted in 2014 in response to news that an Israeli soldier had lost his hands in an attack by Hamas: "'Hopefully he, and all IDF soldiers and Zionists, will lose more than just their limbs ... their lives!!!!'". The article went on to state that the complainant "oversaw a training session for public servants in 2019 called 'an inclusive Britain' despite previously sharing anti-Semitic posts on social media". The article stated that the complainant had shared "anti-Semitic posts on social media since 2014".

3. The article went on to state that the complainant had "attended a Quds Day march in London at which flags were flown for the terrorist group Hezbollah. During the rally, one speaker called for Israel to be 'wiped off the map'". It further reported that when asked if he still believed all Zionists should die, the complainant had tweeted: "The answer to that is no. I personally would like a peaceful solution to the conflict where Palestinian rights would be upheld and treated equally to their Israeli counterparts". The article also reported that the complainant had "lodged a complaint after Labour banned him from its list of potential council candidates. He claimed the decision was based on 'institutional islamophobia and anti-Palestinian racism'". The article concluded by stating that a spokesperson for the Cabinet Office had told the newspaper, "'[t]he Cabinet Office has recently adopted an increased due diligence process for guest speakers in line with cross-government best practice". At the bottom of the article, a suggestion to share or comment on the article stated: "Share or comment on this article: Muslim 'anti-racism' trainer who ran Cabinet Office inclusivity workshop compared Israel to Nazis". The URL of the article contained the phrase: "Muslim-anti-racism-trainer-ran-Cabinet-Office-inclusivity-workshop-compared-Israel-Nazis" and the title of the webpage, which in practice appeared in the title bar of the browser window, said "Muslim anti-racism' trainer who ran Cabinet Office inclusivity workshop compared Israel to Nazis".

4. The complainant said that the article was inaccurate in breach of Clause 1. He said that it was inaccurate to state that he had shared anti-Semitic posts on social media "since 2014" as the posts the article referred to were confined to 2014. He said that using the word "since" suggested that he continued to share posts of this nature beyond 2014, which was not the case. The complainant further said that the article as a whole, including the headline, was inaccurate. He said that the headline and the article suggested that he still held the views expressed in the headline and that it was only made clear at the end of the article that this was not the case. He added that he did not think many readers would get to this part of the article, or that they might miss it, as it was only a small part of the whole article. The complainant added that he had done a lot of work on anti-racism and with the Jewish Community since 2014 and had publicly acknowledged that the views he had held previously were problematic.

5. The complainant said that the article was also inaccurate to claim that he had been "banned" from the Labour party's list of potential council candidates. He said that while he was rejected as a candidate for a councillor role, he had not been banned; he considered this suggested that he could never reapply for such a position, when no such prohibition existed.

6. In addition, he said that it was inaccurate and misleading to claim that he "attended a Quds Day march in London at which flags were flown for the terrorist group Hezbollah" and a speaker "called for Israel to be 'wiped off the map'", as he was at the march as a legal observer, rather than in a personal capacity. He said that by reporting that he had attended, alongside the views of other attendees, this affiliated him with their views and politics and suggested that he held those views and supported them.

7. The complainant said that the article had breached Clause 1 by stating that "[t]he Cabinet Office has recently adopted an increased due diligence process for guest speakers in line with cross-government best practice" as this inaccurately implied that his attendance at the event had been problematic and that the Cabinet Office had changed its policies after he had been a guest speaker.

8. The complainant further said that the article was in breach of Clause 2 (Privacy) and Clause 3 (Harassment). He said the publication had "trawled" through his social media, and that this amounted to intrusion into his private life, as did the publication's approaches to individuals at the Labour Party and the Cabinet Office.

9. In addition, the complainant said that the article had breached Clause 12. He said that when searching the internet for the article, the headline appeared to contain the word "Muslim". He said that this reference to his religion was pejorative and was not relevant to the article.

10. The publication did not accept a breach of the Editors' Code. In relation to the complainant's concerns regarding the phrase "since 2014", the publication

said that this was a minor grammatical error, which it had amended to “in 2014”. It said that while it had done so, it considered the original sentence accurate, as the complainant had been sharing the posts since 2014, because he had not removed them. The publication went on to say that it did not agree with the complainant’s interpretation of the word “banned”; it said that this clearly related to the list of potential Labour candidates “earlier this month” and that it did not agree that this implied the complainant could never reapply for such a position in the future. It said that the complainant was prohibited from being on the list of candidates in 2021, that he appealed and that this was rejected, and that the article characterised this as the complainant having been “banned” from the list. In an effort to resolve the complaint, the publication offered to change the word “banned” to “rejected”.

11. The complainant did not accept this as a satisfactory resolution to his complaint.

12. In regard to the complainant’s concerns about the article stating he had attended a Quds Day march, the publication said that the article did not report or suggest that the complainant attended it as a supporter. It said that the article merely stated the complainant attended, which was accurate. It said that the complainant did not dispute that he had attended the march and provided a screenshot from the complainant’s social media account in which he stated that he was attending the march. In addition, the publication said that it was accurate for the article to state that the Cabinet Office had recently adopted a due diligence process, and that the article did not report or imply that the complainant’s attendance at the event at the Cabinet Office was problematic.

13. In relation to the complainant’s concerns about the accuracy of the article as a whole, the publication said that the article had made clear at length what the complainant considered his current views to be.

14. Regarding the complainant’s concerns that the article had breached Clause 2 and Clause 3, the publication did not agree that reporting on historic, open social media posts was a breach of the complainant’s privacy, or constituted harassment. It added that there was no reasonable expectation of privacy over a publicly available social media post and that the press is entitled to seek comments from third parties on matters relating to articles.

15. The publication did not accept a breach of Clause 12; it said that the reference to the complainant’s religion was neither prejudicial nor pejorative and that his religion was a relevant biographical detail. It said that the complainant’s faith was referenced in his claims of discrimination by the Labour Party, which was included in the article: “Earlier this month, Mr Rahman lodged a complaint after Labour banned him from its list of potential council candidates. He claimed the decision was based on ‘institutional islamophobia and anti-Palestinian racism’”. It went on to state that the reference to the complainant’s religion made clear the context of his historic posts against the Jewish community and his current campaigning against Islamophobia.

16. After the complaint was first passed to the publication and within its direct correspondence with the complainant, the publication said that the complainant's faith was a matter of public record, citing articles and webpages which apparently referenced his religion in the context of convictions for criminal offences. The publication subsequently accepted that this was a different person of the same name, entirely unrelated to the complainant. It withdrew this claim and apologised to the complainant for the error.

Relevant Code 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 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

17. The complainant had said that it was inaccurate to state that he had shared anti-Semitic posts on social media "since 2014" as the posts to which the article referred were confined to 2014. He said that using the word "since" suggested that he continued to share posts of this nature beyond 2014, which was not the case. It was not in dispute that the complainant had shared posts of this nature in 2014, and that they had remained on the social media account in question. Where this was the case, the Committee was of the view that the posts had been shared "since 2014", and there was no breach of Clause 1 on this point.

18. The complainant had also said that it was inaccurate to claim that he had been "banned" from the Labour party's list of potential council candidates, and that – while he was rejected as a councillor – he had not been "banned". He added that he considered that this suggested that he could never reapply for such a position. It was not in dispute that the complainant had been rejected as a councillor and it was the Committee's view that the whole sentence made clear the nature of the "ban" – that this was in relation to the Labour party's "list of potential council candidates". Where the complainant had been rejected as a potential candidate and therefore would not appear on this list, the Committee considered there was sufficient basis to describe this as the complainant having been "banned" from such a list. There was no breach of Clause 1 regarding this point.

19. The Committee next turned to the complainant's concerns that it was inaccurate and misleading to claim that he had attended a Quds Day march in London at which a speaker called for Israel to be "wiped off the map", as he had attended the march as a legal observer, rather than in a personal capacity. The Committee noted that it was not in dispute that the complainant had attended the march and that, therefore, it was not inaccurate for the article to have included this information. It further noted that the complainant had posted on social media that he was attending the march, without the caveat that this would be as a legal observer. The complainant had also expressed concerns that by reporting his attendance alongside the views of other attendees, that this affiliated him with their views and politics and suggested that he also held those

views. The Committee noted that the article made no comment on whether the complainant held the same views as the speaker, it merely stated that “one speaker called for Israel to be ‘wiped off the map’”, which the complainant did not dispute. For these reasons, there was no breach of Clause 1.

20. The complainant also said that the article had breached Clause 1 by stating that “[t]he Cabinet Office has recently adopted an increased due diligence process for guest speakers in line with cross-government best practice” as he considered that this inaccurately implied that his attendance at the event had been problematic, and that the Cabinet Office had changed its policies after he had been a guest speaker. The Committee noted that the article did not state that the complainant’s position as a guest speaker had been problematic, it merely stated that the Cabinet Office had recently adopted a new practice. Where the complainant did not dispute that this was the case, there was no breach of Clause 1.

21. The complainant had also said that the article as a whole was inaccurate as he considered it suggested that he still held the views expressed in the headline. The complainant added that it was only made clear towards the end of the article that this was not the case. The Committee noted that the headline stated that the complainant “wished death on ‘Zionists’”, with the past tense indicating that this was a historic desire. The tweets referenced in the article were clearly dated, and furthermore, included the complainant’s recent comments on his current stance in relation to his previous views. As such, the Committee was satisfied that the articles made clear when the statements had been made and as such there was no breach of Clause 1 on this point.

22. The complainant had also said that Clause 2 and Clause 3 had been breached. The complainant’s social media account was public and had no privacy restrictions, and therefore he did not have a reasonable expectation of privacy over the information included in it. In addition, the tweets were about views that the complainant had chosen to share with a public audience and reporting them did not represent an intrusion into the complainant’s private life. The complainant also complained that it was a breach of his privacy to speak to individuals at the Labour party and the Cabinet Office. The Committee noted the Code does not prevent newspapers from speaking to third parties in relation to stories or approaching people for comment. There was no breach of Clause 2 or Clause 3.

23. The complainant had also raised concerns under Clause 12 in relation to the text “Muslim ‘anti-racism’ trainer who ran Cabinet Office inclusivity workshop compared Israel to Nazis”, which appeared in the webpage title. This also appeared in the ‘Share and comment’ section and in the case of the URL contained a hyphenated version of that same sentence. The Committee first considered whether those references to the complainant’s faith were prejudicial or pejorative. It noted that, while the statements in question did refer to the complainant’s faith, they then went on to accurately provide a summary of the points made in the article, which had reported that the complainant – an anti-

racism trainer – had “compared Israel to ‘white supremacy’ and has wished death on ‘Zionists’”. In that context, the reference to the complainant’s faith was provided as a biographical detail about him, rather than part of a negative description. Where the complainant’s religion had been identified by its correct name, and no pejorative or prejudicial language was used, the reference itself was neither prejudicial nor pejorative. The publication was not required by the terms of Clause 12 to limit its reporting of things which the complainant had said or done nor was it the case that any perceived criticism of him included in the article constituted a pejorative reference to his religious faith. There was no breach of Clause 12 (i).

24. The Committee then considered whether the references to the complainant’s faith were “genuinely relevant” to the story. The article reported that the complainant had “lodged a complaint after Labour banned him from its list of potential council candidates. He claimed the decision was based on ‘institutional islamophobia and anti-Palestinian racism’”. While the complainant considered that his religion was irrelevant to the article, it provided context to his complaint that the Labour Party’s decision was based on “institutional islamophobia”. In these circumstances, the peripheral references to the complainant’s religion, which did not constitute a focus of the article, were genuinely relevant to the story. It was the Committee’s view that the peripheral references to the complainant’s religion were proportionate to the relevance it had to one element of the article. There was no breach of Clause 12 (ii).

Conclusion(s)

25. The complaint was not upheld.

Remedial Action Required

26. N/A

Date complaint received: 20/02/2022

Date complaint concluded: 02/09/2022

Appendix B

Decision of the Complaints Committee – 00737-22 Morris v mylondon.news

Summary of Complaint

1. David Morris complained to the Independent Press Standards Organisation that mylondon.news breached Clause 1 (Accuracy), Clause 2 (Privacy) and Clause 3 (Harassment) of the Editors' Code of Practice in an article headlined "Taxpayers angry at MP who expensed £229.20 first class train ticket to London rather than travelling standard class", published on 25th January 2022.

2. The online article reported on a travel expense of David Morris MP. The sub-headline stated that "[p]eople were quick to call out the elected official for the expensive fare"; the article repeated that "the public were quick to question the need for such an expensive ticket" and included remarks from some members of the public. One individual had said "£229 on a train ticket... That's more expensive than a holiday flight". The article stated that Mr Morris had "been criticised for expensing his travel cost from London because of the 'outrageous' price of his train ticket". It said that Mr Morris had travelled back from London to his constituency and that the travel had cost £229.20. The article went on to state that "[t]he price of his ticket was revealed in a recent report of MP staffing costs and business expenses for the previous year" and that "[p]ublic condemnation of Mr Morris started after the expense was listed by the Independent Parliamentary Standards Authority (IPSA)".

3. The complainant, the MP referred to in the article, said that there had been a breach of Clause 1 (Accuracy) as the article had referred throughout to a single "ticket", whereas the tickets had been for him, his wife, and their baby. The complainant also said that the article inaccurately stated that he had been travelling from London to his constituency, whereas he had been travelling from his constituency to London.

4. He also said that the article was inaccurate to describe the tickets in question as "expensive"; he said that the tickets were cheaper than the "anytime standard rate" as stipulated in the IPSA guidelines and that the IPSA booking portal only allows MPs and their nominated staff to book tickets which are the same amount or cheaper than the "anytime standard rate".

5. The complainant said that the article raised a further breach of Clause 1 as he had been contacted for comment on the article at 08:48 on the day the article had been published and given a deadline of 14:00 to respond. He said that he had responded at 12:06, informing the publication that the price covered multiple tickets, but that the article had already been published at 11:45, prior to the deadline given and without waiting for his response. The complainant added

that the article was not amended to include his comment until later the same afternoon.

6. The complainant also said that the article had breached Clause 2 (Privacy). He said that when giving a comment to the publication, he had to disclose that he had a medical injury, which was later included in the article and which he considered was a breach of his privacy. The complainant also considered that the article posed a security threat to him and his family by including details of his travel arrangements, which he said was also in breach of Clause 2.

7. The complainant also said that there had been a breach of Clause 3 (Harassment) as the article had been published ahead of the deadline and prior to him giving a comment. He also said that he considered the article had portrayed him in a "bad light".

8. The publication did not accept a breach of the Code. The publication said that it had first become aware of the expense from a Twitter account which posted about MP expenses and which described the expense as "£229.20 for MP travel by train (First Single)". It said that the IPSA website also listed the expense as "MP travel" and that it was therefore reasonable for the publication to state that the fare was solely for the complainant. It said that the purpose of the story was to express criticism of the value of the expense, regardless of who had been travelling and in what direction. It added that after the complainant responded to the request for comment, the article had been amended to include the complainant's comments, including that the ticket had been "for two people and a baby". The publication said that it had relied on both the information from IPSA and the Tweet and that it was satisfied that care had been taken. It further said that it did not consider referring to the travel that had been expensed as a "ticket" was significantly inaccurate, but it further amended the article to make clear the value was for multiple "tickets" as a gesture of goodwill. The publication added that the expense listing on the IPSA website showed the journey type as "London-constituency MP & Staff" and therefore it was reasonable for the publication to describe the journey as being from London to the complainant's constituency. It said that the article had been amended to reflect the correct direction of travel, but that in any event, it did not consider the direction of the travel was significant.

9. The publication went on to say that the complainant had been provided with a fair opportunity to comment and given a number of hours to respond. It said that the publication had noted the complainant's concerns in regard to the timing of the approach for comment and publication for future reference. It also added that the complainant's comments had been added to the article at 15:00 the same day.

10. The publication said that the term "expensive" was relative and it considered that, to the everyday reader, £220 would seem "expensive". It said that it did not consider the term expensive to be misleading or inaccurate and it added that the article included criticisms from members of the public, including one who

described the price as “more expensive than a holiday flight”. It also noted that the sentence “[p]eople were quick to call out the elected official for the expensive fare” had been removed from the sub-headline and the body of the article had been amended to read: “Mr Morris travelled from London, to his constituency, on Sunday, May 30 last year. The public were quick to question the need for the first class tickets and asked whether Mr Morris could have booked standard class instead.”

11. In regard to the complainant’s concerns under Clause 2, the publication said that the complainant provided the information regarding his medical condition in his response to the request for comment and he did not suggest that this was private information that should not have been published. The publication also said that it did not consider the complainant’s concerns engaged the terms of Clause 3.

12. The complainant had said that the removal of the story and an apology would resolve the complaint; the publication did not consider it was appropriate to offer an apology in the circumstances.

Relevant Code 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 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.

Findings of the Committee

13. The complainant said the article had described the expense as a single "ticket" throughout and as "expensive". He said this was inaccurate as the expense represented multiple tickets for him, his wife, and his baby. The publication had said that the Tweet on which it had partly based its article had described the train travel as a "First Single" and that the IPSA website had listed the expense as "MP travel" and, therefore, it was reasonable for the article to state that the fare was solely for the complainant. The publication was entitled to rely on the information included on the IPSA website, but it was obliged to take care not to publish inaccurate or misleading information in doing so. The Committee noted that while the expense appeared under a section headed "MP travel" it was individually described as a cost for "MP & staff" and therefore could relate to more than one person. The IPSA website did not specify how many train tickets the expense covered, and the Committee therefore considered that the publication should have sought this information prior to publishing the article. Relying on a claim published on an unofficial Twitter account that the expense covered a single ticket did not amount to sufficient care taken over the accuracy of the information. The publication had contacted the complainant on the morning the article was published enquiring about the expense, and it had suggested that he would be given a number of hours to comment on the story. However, the article had been published prior to the deadline given to the complainant and before the complainant had responded to the request for information. In the view of the Committee, the complainant was given an inadequate opportunity to respond to the publication, and in publishing the article prior to the receipt of his response, the publication had failed to take sufficient care over the accuracy of the claim that the figure quoted in the article covered only a single ticket, and therefore breached Clause 1 (i) of the Code.

14. It was the Committee's view that it was significantly inaccurate to refer to the train travel purchased as a single ticket as this implied that the price of £229.20 had been only for the complainant's travel. As this was not the case, it required correction under the terms of Clause 1 (ii). The Committee noted that the article

had been amended to refer to multiple “tickets”, however, the publication had not offered to publish any corrective action on this point, and so there was a further breach of Clause 1 (ii). The Committee further considered that, given the circumstances, the publication should have apologised. The complainant had requested an apology, but the publication had refused.

15. The Committee next turned to the complainant’s concern that it was inaccurate to describe the train travel purchased as “expensive”. The article had stated that people had been quick to “call out” and “question” why the complainant had bought such an “expensive fare”. While the Committee noted that the article had reported a member of the public expressing their opinion that the fare was “expensive”, it was not clear to what extent, if any, those comments were informed by an accurate understanding of how many tickets had actually been purchased. The Committee further noted that the description of the fare as “expensive” had been adopted by the publication itself in the sub-headline and body of the article and considered that this contributed to the misleading impression that the expense of £229.20 had been only for the complainant’s travel. There was a further breach of Clause 1 (i).

16. The Committee considered the descriptions of the expense as an “expensive fare” and “expensive ticket” gave the misleading impression that this was a large cost as it was for only one ticket, and it considered this to also be significantly misleading and requiring clarification under Clause 1 (ii) of the Editors’ Code. The Committee noted that the publication had removed the description of the fare as “expensive” from the sub-headline and the body of the article upon receipt of a direct complaint from the complainant. The Committee welcomed this action by the publication, however as the publication had not offered to publish a correction or clarification on this point, there was a further breach of Clause 1 (ii).

17. The complainant had also said that the article was inaccurate as it had stated that he was travelling from London to his constituency, whereas he had been travelling in the other direction. The Committee welcomed that, in response to the complaint, the newspaper had amended the article to reflect the correct direction of travel. This, however, was a minor inaccuracy which was not significant given that the locations involved were not in dispute. The newspaper was not required to correct this point under the terms of Clause 1 and there was no breach of the Code.

18. The complainant also said that the article had breached Clause 2 as he had needed to disclose to the publication that he had a medical injury at the time of travel; he also considered that the article posed a security threat to him and his family by including details of his travel arrangements. The Committee understood the complainant’s concerns about his medical condition; however, the complainant had provided this information willingly to the publication when asked for a comment. The Committee noted that while individuals would generally have a reasonable expectation of privacy in relation to information concerning their health, in this case, the complainant had provided this

information in a response to a request for comment. He had not suggested that this was private information which was not to be published and therefore the publication was entitled to include it when adding his comment to the article. Given that the complainant had freely disclosed this information to the newspaper, it was not an intrusion into the complainant's privacy to publish the information when adding his comment to the article. In addition, including details that the complainant had travelled from his constituency to London on the train did not reveal anything private about the complainant, particularly where his constituency area was a matter of public record. There was no breach of Clause 2 on these points.

19. The complainant also said that there had been a breach of Clause 3 as the article had been published ahead of the deadline and prior to him giving a comment. He also said that he considered the article had portrayed him in a "bad light". Clause 3 generally relates to the way journalists behave when gathering news, including the nature and extent of their contacts with the subject of the story. As the complainant's concerns did not relate to this, there was no breach of Clause 3.

Conclusions

20. The complaint was partly upheld under Clause 1.

Remedial Action Required

21. 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 adjudication; the nature, extent and placement of which is determined by IPSO.

22. The Committee had found that it was significantly inaccurate to refer to the train travel purchased as a single "ticket", and that describing it as an "expensive ticket" and "expensive fare" contributed to the misleading impression that the money spent had only been for one ticket. It had found a breach of Clause 1 (ii) given that no corrective action had been offered. In addition, the publication had given the complainant an inadequate opportunity to respond to its request for comment. The appropriate remedy was, therefore, the publication of an upheld adjudication.

23. The headline of the adjudication must make clear that IPSO has upheld the complaint against mylondon.news and must refer to its subject matter; it must be agreed with IPSO in advance. The adjudication should be published in full on the publication's website with a link to the full adjudication (including the headline) appearing on the top third of the newspaper's homepage, for 24 hours; it should then be archived in the usual way.

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

David Morris complained to the Independent Press Standards Organisation that mylondon.news breached Clause 1 (Accuracy) of the Editors' Code of Practice in an online article headlined "Taxpayers angry at MP who expensed £229.20 first class train ticket to London rather than travelling standard class", published on 25th January 2022.

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

The complainant said that the article had inaccurately referred throughout to a single "ticket" whereas the train tickets referred to had been for him, his wife, and their baby. He said that it was also inaccurate to describe the tickets in question as "expensive" and that he had been given inadequate time to respond to a request for comment from the publication.

IPSO found that the publication had not taken sufficient care when relying on a claim published on an unofficial Twitter account that the expense covered a single ticket. In addition, the publication had contacted the complainant the morning the article was published enquiring about the expense and suggested he would be given a number of hours to comment on the story. The article had been published prior to the deadline given and before the complainant had responded and in the view of the Committee, the complainant was given an inadequate opportunity to respond to the publication. In publishing the article prior to the receipt of his response, the publication had failed to take sufficient care over the accuracy of the claim that the figure quoted in the article covered only a single ticket. The article was therefore significantly inaccurate as it implied that the price of £229.20 had been only for the complainant's travel. The publication had made no offer to correct this inaccurate information and had therefore breached Clause 1 (i) and Clause 1 (ii) of the Editors' Code of Practice.

IPSO found that the inaccurate impression that the expense had been for only one ticket was compounded by the publication's description of the expense as an "expensive ticket" and an "expensive fare" and that the publication had failed to take sufficient care over this description of the fare. No correction or clarification had been offered and there was a further breach of Clause 1 (i) and Clause 1 (ii).

Date complaint received: 25/01/2022

Date complaint concluded by IPSO: 24/08/2022

Appendix C

Decision of the Complaints Committee – 01972-22 The Radcliffe School v miltonkeynes.co.uk

Summary of Complaint

1. The Radcliffe School, acting on its own behalf and on behalf of the family of two of its pupils, complained to the Independent Press Standards Organisation that miltonkeynes.co.uk breached Clause 1 (Accuracy), Clause 4 (Intrusion into grief or shock) and Clause 6 (Children) of the Editors' Code of Practice in an article headlined "Pupils in shock after 'bullied' classmate aged 12 reportedly takes his own life in Milton Keynes", published on 8 February 2022.

2. The article, which appeared online only, reported that a "child who friends claim was bullied because he was transgender has tragically died after reportedly taking his own life". It said that "[i]n a letter to the [publication] the students said: 'X was a student at the Radcliffe school [...] X has been bullied relentlessly by his peers, which played a factor in his death, however the school has not recognised this as the result of bullying on their premises, and have outwardly tried to silence any and all claims of this.'"

3. The article further reported that the child's sibling had "also posted about her dissatisfaction with the school claiming homophobia is rife", and directly quoted from the post in question. It then reported that the publication "contacted the Radcliffe School today to talk about the student's claims. A spokesman told us: 'We will not be commenting on this matter.'"

4. The article referred to the child who had died using male pronouns, in line with the quoted concerns from the child's fellow pupils in the article. This decision – in quoting the article – refers to the child using the same pronouns used in the article, to avoid confusion. Representatives of the school and the child's parents, however, referred to the child using female pronouns.

5. The article was removed prior to the complainant contacting IPSO with its concerns.

6. The complainant said that the article was inaccurate in breach of Clause 1, as it had claimed that bullying suffered by the deceased child was "relentless[...]", where it suggested that this claim had been made on the basis of a single source. The complainant also said that including a post from the child's sibling – who was 15 – was inaccurate, as no context was provided for the post. It further noted that it believed the post had actually been made a year prior to the child's death, rather than being posted in response to the death – as it considered the article implied. However, it could not say precisely when the post had been made.

7. Regarding the social media post, the complainant – on behalf of the child’s parents – said that its inclusion in the article also breached Clause 6, where the publication had used the social media post of a minor – the sibling of the deceased child, a 15-year-old – in a published article without the express consent of a responsible adult.

8. The complainant then said that the approach it had made to the school breached Clause 4, as the reporter who had phoned the school for comment has been rude to a member of staff and had subsequently hung up. It said that this was a breach where each and every person at the school had been impacted by the death, which had happened soon before the phone call. The school further noted that the approach was not sympathetic in circumstances where the school’s priority was helping its pupils and staff deal with the loss of one of the school community.

9. The publication said it refuted any suggestion that the article was inaccurate, misleading, or distorted, or that it had not taken care over the accuracy of the article. However, it accepted that the inclusion of the comment from the child’s sibling could perhaps not be fully justified.

10. The newspaper said that the emails received from concerned friends of the deceased child alleged that they had been bullied “relentlessly”, and that this was a factor in their death. It also said that it had a duty to accurately report the comments of others, and that it had done so – pupils had alleged that the bullying was “relentless[...]”, and it had accurately reported these concerns. To support its position on this point, it provided an extract from an email which referred to the child having been “bullied relentlessly”; it also provided extracts from further emails and messages outlining concerns about the school’s approach to LGBT+ students. The publication further noted that the school had been given the opportunity to comment on these concerns and set out its side of the story, but had declined to do so. In addition, it said that it had been informed by Ofsted and the local council that they were investigating allegations of bullying at the school; though it had not reported on these comments, given the ongoing complaint from the school.

11. The newspaper further said that the comment from the sibling was recent, and provided a redacted email from a concerned student referencing the comment as having been posted recently to support its position on this point; however, it could not provide the original post as it had since been deleted.

12. The publication did not accept that the reporter’s request for comment, made to the school, breached Clause 4. It said that the reporter was polite at all times, and that a member of staff had hung up on her during the call – rather than vice versa. It further said that the approach had been made with sympathy and discretion, in line with the terms of Clause 4. It accepted that the school had other priorities than dealing with approaches from the press – however, its role as a newspaper was to accurately report on issues in the local community, and

part of ensuring that it did so was seeking comment from directly affected parties, such as the school.

13. Turning to the alleged breach of Clause 6 arising from the social media post, the publication said that the post had been made on a public social media forum. It was not, therefore, an interview as defined by Clause 6, as it had been shared to a wide audience – on a Facebook group with over 12,000 members – without additional comment. It also considered that the social media post did not relate to the sibling's welfare – it was a comment relating to the behaviour of some pupils at the school and the lack of action from the school.

14. The newspaper also said that, prior to publishing the article, it had mistakenly believed that it had the blessing of the child's family. It also noted its position that the article related to an important matter of public interest, and that it had been approached by a number of people – including parents of children at the school – prior to the article's publication, all of whom raised a number of issues relating to the child's death, the school's response, and its track record on LGBT+ issues. Notwithstanding this, it said that it had removed the article as soon as it had been advised that the article did not have the family's blessing.

15. The publication said that any alleged breach could be justified by the exceptional public interest in bringing allegations of serious bullying – which had allegedly led to the death of a child – to the attention of the public, and therefore help prevent similar situations occurring in the future. It said that it had also considered the statements and emails provided by the people who had contacted it, and the extent to which there was already widespread discussion around the death. It further said that it had explored the possibility of deferring the publication until after the inquest but – considering the fact that a coroner could not be unduly influenced by media publications, and in light of the great concern of the students – ultimately reached the decision to publish the article prior to the inquest.

16. The publication also set out its position that the publication of the comment from the child's sibling was published on the grounds of this exceptional public interest, and said that the sibling was not named, interviewed, or photographed. It also said that it had considered whether or not publishing the post was proportionate to the public interest served prior to publication, and had considered that it was: it added great weight to the allegations against the school, and specifically identified the deceased child as a bullying victim.

17. Notwithstanding that the publication did not accept a breach of the Code, it said that – considering the circumstances – it wished to resolve the complaint as a gesture of good will to the family. It offered to: write a private letter of apology to the family; make a £1000 donation to a charity of the family's choosing; publish a story exonerating the school, should the inquest find that the claims of bullying were unfounded; provide the school with two-facing pages within the paper to showcase the school; and provide an assurance that the article would not be republished.

18. The complainant said that it had been told by the family that their child had never told them that they had been bullied, nor had she sought to avoid going to school. It further noted that it disputed that the sibling's Facebook post was recent and also provided comments from the child's father noting that the post had been made when the child was in a particularly vulnerable position, having lost their sibling. It also did not accept that publication's response to be sufficient to address its concerns, and said that it wished for IPSO's Complaints Committee to consider the matter further.

Relevant Code 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 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 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

19. The Editors' Code of Practice, in providing additional protections for children, acknowledges their particularly vulnerable position. This is reflected in the terms of Clause 6 (Children) and in the requirement that an exceptional public interest is required to over-ride the normally paramount interest of children under 16. As such, honouring the full spirit of the Code means that what will constitute an "interview" for the purposes of Clause 6 (iii) is broader than

circumstances where a journalist directly solicits comment or information from a child. Depending on the circumstances, and the nature of the published comments, the publication of unsolicited comments – such as the one republished in the article – on issues that relate to a child’s welfare may engage the terms of Clause 6 (iii) and therefore require consent from a parent or similarly responsible adult.

20. In this instance, the comment was presented as the sister’s response to the allegations of homophobia and bullying at the school she attended, and in the view of the Committee, its publication in this context engaged the terms of Clause 6 (iii) and it constituted an interview under the terms of the sub-Clause. The subject matter of the comment clearly related to the child’s welfare; it related to allegations of bullying in her school environment, and linked these allegations to the recent death of her sibling. The child’s parents had not consented to the publication of this comment.

21. The Committee acknowledged that there was a significant public interest in reporting on allegations of bullying and homophobia at the school and the role that they might have played in the child’s death. However, there was an important distinction between the public interest in the story as a whole and the specific public interest in publishing this comment, attributed to the sister (although unnamed) of the child who had died. The public interest in publishing the comment was not so exceptional as to override the interests of a child, given the extremely sensitive subject matter and the child’s vulnerable circumstances, immediately following the death of a sibling. The complaint under Clause 6 (Children) was therefore upheld.

22. Turning to the complainant’s Clause 1 concerns, the Committee noted that the school was concerned that the article had published allegations about bullying which it considered to be unfounded. However, it noted that the terms of Clause 1 make clear that publications are entitled to publish the opinions and views of individuals, provided they are correctly distinguished as such and from fact. In this case, each allegation was correctly distinguished as such – they were attributed to “students” at the school. In addition, the publication had provided copies of the redacted emails, which raised these concerns, and had approached the school for comment on the allegations – notwithstanding that the school had declined to provide a comment. The Committee therefore did not consider that the article had breached Clause 1 in reporting the allegations.

23. The Committee understood that there was a dispute of fact regarding the timing of the social media post from the sibling. The complainant’s initial position was that the post was made some time earlier, though it did not cite a specific alternative date. The publication had said that the post had been prompted by concerns raised following the sibling’s death, and provided a redacted email from a third party who confirmed that they had read the comment contemporaneously. While the Committee expressed some concern that the publication had not retained a copy of the post, on balance the

Committee was satisfied that the publication had taken care in reporting that the post was contemporaneous. There was no breach of Clause 1.

24. In relation to Clause 4 about the publication's approach to the school for comment, while the Committee noted that the school was unhappy with the nature of the approach, the terms of the Clause relate to personal grief or shock, rather than grief or shock shared across a number of people in an organisation such as a school. The school did not therefore have the standing to bring a complaint under this Clause in its own right, and the Clause was therefore not breached.

Conclusion(s)

25. The complaint was upheld under Clause 6.

Remedial Action Required

26. Having upheld the complaint under 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.

27. The Committee considered the placement of this adjudication. The adjudication should be published on the newspaper's website, with a link to the full adjudication appearing on the top half of the homepage for 24 hours; it should then be archived in the usual way. The headline to the adjudication should make clear that IPSO has upheld the complaint, refer to the subject matter and be agreed with IPSO in advance of publication.

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

The Radcliffe School, acting on its own behalf and on behalf of the family of two of its pupils, complained to the Independent Press Standards Organisation that miltonkeynes.co.uk breached Clause 6 (Children) of the Editors' Code of Practice in an article headlined "Pupils in shock after 'bullied' classmate aged 12 reportedly takes his own life in Milton Keynes", published on 8 February 2022.

The article reported on the response of the Radcliffe School to the death of one of its pupils. It included a social media post, made by the sister of the pupil who had died, commenting on allegations against the school.

The complainant, acting on behalf of the child's parents, said that the inclusion of the social media post breached Clause 6, where the publication had used the social media post of a minor – the sibling of the deceased child, a 15-year-old – in a published article without the express consent of a responsible adult.

The publication did not accept that Clause 6 was breached: It said that the social media post was not an "interview", and Clause 6 only requires consent from a custodial parent or similarly responsible adult in cases where a child is

interviewed on a matter relating to their or another child's welfare – rather than cases when a social media post is sourced from online.

IPSO's Complaints Committee noted that the Editors' Code of Practice, in providing additional protections for children, acknowledges their particularly vulnerable position in relation to the press. As such, honouring the full spirit of the Code means that what will constitute an "interview" for the purposes of Clause 6 is broader than circumstances where a journalist directly solicits comment or information from a child. Depending on the circumstances, and the nature of the published comments, unsolicited comments – such as the one republished in the article – may constitute an interview, and therefore parental consent would be required should the comment relate to the welfare of a child.

In this instance, the comment – though unsolicited – had been portrayed in the article as the sister's response to the subject matter of the article. Therefore, the Committee considered that it represented an interview as defined by Clause 6. The Committee also considered that the subject matter of the comment clearly related to the child's welfare; it related to allegations of bullying in her school environment, and linked these allegations to the recent death of her sibling. The child's parents had not consented to the publication of this comment, and there was therefore a breach of Clause 6.

The Committee acknowledged that there was a public interest in reporting on the allegations against the school. However, the Committee did not consider that the public interest was so exceptional as to justify publishing the child's social media post, and over-ride the paramount interest of that child.

Date complaint received: 08/03/2022

Date complaint concluded by IPSO: 09/08/2022

Decision of the Complaints Committee – 11343-20 A man v mirror.co.uk

Summary of Complaint

1. A man complained to the Independent Press Standards Organisation that the mirror.co.uk breached Clause 1 (Accuracy), Clause 2 (Privacy), Clause 6 (Children) and Clause 12 (Discrimination) of the Editors' Code of Practice in an article headlined "Mums desperate to escape abusive exes forced to flee UK and live penniless abroad", published on 28 September 2019.

2. The article was part of a campaign which highlighted women "on the run from domestic violence whose partners have been granted custody of their children". It reported on women leaving the UK in general, as well as focusing on the specific experiences of several women. One of these women's experiences was described as "the most horrific case". The article stated that police had described the woman as a "high-level domestic violence risk" and that police, who were reported to have been "called to their UK home dozens of times" had "begged her to leave her brutal husband". The article stated that she was receiving support from a named counselling service. The article reported that the woman's ex was suffering from a mental health condition and that, during family court proceedings, he had admitted attacking her on a number of occasions. The article reported that the mother "endured years of physical, emotional and financial abuse at the hands of the man the courts want her sons to live with" and that the original judge had "accepted that the boys' dad had been repeatedly violent to the mum" and had ordered that the father should only have indirect contact with the children.

3. The article reported that the father was arrested in relation to an alleged offence involving a family member but that the case had collapsed and that the civil court had found that the man had committed "violent crimes, sexual offences or child abuse". It also contained quotes from the mother in which she described specific instances of abuse which she said she had suffered and an occasion when she said that one of their children was hysterical and had refused to see his father. The article reported that the older son "told a court-appointed guardian he did not want to see his violent dad". It went on to say that the father spent "six years battling for access in court", and that the judge had ordered her children, whose gender and ages were given in the article, to "stay with" their father and that the court "ruled they should be sent to live with their dad". The mum was said to have "fled the UK" a specific number of years ago. The article also stated that, as part of its campaign speaking to various mothers who had left the UK it had "studied hundreds of pages of notes on each of their cases during a nine-month probe". Neither the woman, the father, nor the children were named or photographed in the article.

4. The complainant said that he was the father of the first case study referred to in the article and was complaining on his and his children's behalf. He said that

the article was inaccurate in breach of Clause 1. It was inaccurate to use his case as part of the campaign and to describe him as abusive; he said that he had never been violent towards the woman to whom he had not spoken to or seen in over ten years. He also said it was inaccurate to characterise her story as “the most horrific case” as judges had found that she was entirely responsible for the contested case. He said that it was inaccurate to state that he had admitted “attacks” on the woman when the conduct he had admitted was not violent, such as pointing a finger at the mother. He said he had never been violent towards the mother or been convicted of domestic abuse or violence.

5. He said that it was inaccurate to report that police had ever classed the woman as a “high-level domestic violence risk”, and misleading to report that they had been called to their home as the mother had called the police frequently with false allegations, or unnecessarily, which he said had been referred to in court. He said that it was inaccurate to report that the police had “begged her to leave” him as this claim had not been made in the evidence presented to the court, and he had left her over ten years ago. The complainant accepted that the mother had received support from the counselling service, but said it was misleading to include this in the article as she had sought support by falsely claiming to be a victim of domestic violence.

6. The complainant accepted that he had been involved in an incident with a family member but denied that it was relevant to the article and its inclusion was, therefore, misleading.

7. The complainant also disputed claims which were made in several of the quotes from the mother included in the article and said that one of the claims regarding one of his children had been investigated by social services and had been found to be untrue. He said that it was not the child who had been hysterical, but the mother, and that this had been reported by the contact centre. He also said that the court-appointed guardian had said that the mother had alienated the children and put words in their mouths, and therefore it was misleading to report that one of the children had told the court-appointed guardian he did not want to see his father.

8. The complainant said it was inaccurate to report he had spent six years battling for access, as he was granted access in 2010, and that it was not accurate to say that the original judge had ordered him only to have indirect contact. He also said that it was misleading to report that he had applied to the court to force his children to live with him and that the court “ruled they should be sent to live with their dad”, as to report the matter in this way was biased because it gave the impression the court had made the wrong decision. The complainant said that the mother did not have sole custody of the children at the time she left the country. He said that she lost custody in August 2017, and that the order was then stayed pending her appeal which was heard, and dismissed, in January 2018. He said that she left the country the day before the appeal was dismissed.

9. The complainant also said reporting that the journalist had “studied hundreds of pages of notes on each of their cases during a nine-month probe” gave the misleading impression that the journalist had studied his court documents.

10. The complainant also said that the article breached his and his children’s right to privacy. He said that the content of the article related to private family legal matters and that he believed that private court documents, access to which was restricted, had been shared with the newspaper. He said that as reporting restrictions applied to these documents, he had an expectation of privacy over them and the information that they contained.

11. The complainant said that, whilst neither he nor his children were named, they were identifiable from the information contained in the article. He noted that the article accurately reported the number, gender and ages of the children, as well as details of the family proceedings before the court and the investigations which had been undertaken. He also considered that mention of his mental health diagnosis, the very specific allegations his former partner had made against him in court and his previous arrest, allowed readers to identify him. He said that an acquaintance of his who had knowledge of his circumstances had identified him from reading the article and had first drawn it to his attention.

12. The complainant also said that the article breached Clause 6 (Children) as his children were identifiable and that reading the article could be harmful to them, by giving them unfavourable opinions of the courts, himself or their wider paternal family.

13. The complainant also said that the article breached Clause 12 (Discrimination) as it named his mental health disorder and he believed it was being used as leverage for the publication’s campaign. He said it also demonstrated that the mother was using his condition against him, and that reporting this was prejudicial and pejorative in itself.

14. The publication noted that the complaint was made over ten months after publication of the article and that this delay significantly hindered its ability to investigate. It said that this delay, and the restrictions imposed by lockdown, meant that it was unable to access the notes or documents that had been used to write the article in order to support its position that it did not breach the Code. The publication did not accept a breach of the Code. It said that none of the individuals referred to in the article were identifiable and that it was not in a position to confirm whether the complainant was the man referred to in the article because it had an obligation to maintain the anonymity of the woman, who was a confidential source, and the children. The publication said that, having undertaken a detailed review of their research materials, it was their firm view that it would not be possible to share them with IPSO, even in a redacted form, without revealing the identity of their sources. However, it did say that the publication had taken care not to report inaccurate information. It said that the journalist researched various case studies for months, and then travelled abroad

to meet the mothers, four of whom were willing to speak anonymously. It repeated that it was not able to say whether the complainant was one of the fathers referred to in the article but said that all the allegations in the article had been verified and corroborated by documentary evidence such as social work reports, counselling notes, police reports of domestic violence, psychiatric reports, Court Orders and relevant communications from the abusive partner such as text messages.

15. The publication also said that as the father in the article had admitted to the attacks on the woman in court, it was not inaccurate to refer to him as abusive, nor was it inaccurate to report this. It said that the article had accurately reported the man's arrest over an alleged assault and made clear that the case had collapsed.

16. The publication said that the specific allegations against the father were presented as quotes from the mother, and that the publication had therefore distinguished between comment, conjecture and fact.

17. The publication said that as neither the complainant nor his children were identifiable there could be no breach of Clause 2 or 6. It said that the average reader or member of the public would not be able to identify the complainant or the children from the information in the article. The publication stated that the complainant had provided no evidence to support his complaint that the publication had gained access to court documents which it was not entitled to see, or in respect of which the complainant had a reasonable expectation of privacy.

18. The publication said that there was no breach of Clause 12 as the father's mental health was relevant to the story, as the woman had claimed that the problems started when he stopped taking his medication. It also said that there was no prejudicial or pejorative reference to his mental health condition.

Relevant Code 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 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.

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. Domestic abuse is an important and sensitive issue of significant public interest and the press plays an important role in highlighting the issue. However, the press has a responsibility to ensure that it is reporting in a responsible and accurate way, and to balance the rights of all individuals involved. The Committee also emphasised that it was not making a finding on the accuracy of the allegations reported in the article. Its role was to decide whether there had been a breach of the Editors' Code.

20. The Committee considered the information provided by the complainant during the course of its investigation and concluded that the complainant was more likely than not the subject of the article. The Committee proceeded to consider the complaint on that basis.

21. With regards to the accuracy of the article, whilst the Committee noted that the publication felt unable to confirm whether or not the complainant was the subject of the article, it was nevertheless required to demonstrate that it had complied with its obligations under the Editors' Code.

22. The Committee noted the publication's position that it was unable to access any documents that supported the accuracy of the article, due to the time it had taken the complainant to bring the complaint to IPSO; because it could not go to its office due to lockdown restrictions; and because it had a duty to protect its confidential sources. The Committee acknowledged that flexibility was appropriate in circumstances where Covid-19 had disrupted working practices, but the pandemic could not be a justification for not fulfilling the requirements of Clause 1 given that the publication had published serious allegations which amounted to claims of criminality. In addition, the complaint had been submitted well within the 12-month period allowed under IPSO's Regulations for the consideration of complaints about online articles; the Committee did not consider that the existence of the pandemic made it unreasonable or unfair to take forward the complaint.

23. The Committee found that the article had stated as fact that the woman in the article had been abused by her ex-partner, that police had classed her as a "high-level domestic violence risk" and had "begged her to leave" her partner. The publication said it had verified all the claims in the article and set out the steps it had taken, but could not share its research materials without revealing the identity of its confidential sources. Where the publication was not able to demonstrate that these statements were established points of fact, the Committee concluded that the presentation of these claims as fact, rather than disputed claims, amounted to a breach of Clause 1(iv); the distinction was clearly significant given the serious nature of the claims.

24. The article also contained several claims which had been made by the mother and which were presented as direct quotes from her. They were clearly distinguished as the comments of the mother, and not as established fact, and the publication of these claims did not breach Clause 1(iv).

25. Whether and to what extent the information contained in the article identified the complainant as the subject of the article to readers was central to the Committee's consideration of the complaints under Clause 2 and Clause 6. The Committee reiterated the importance of freedom of expression in reporting the issue of domestic abuse, and the importance of balancing one party's right to tell their story with any other relevant parties' right to privacy. The complainant had said that the information contained in the article about the number, gender and ages of the children; the details of the proceedings before the court; the specific allegations made against him by his former partner; and his previous arrest was sufficient to identify him to at least one other individual. The Committee noted that the information regarding the family proceedings and the specific allegations which had been made in the proceedings would not generally be known and would not serve to identify him to readers. With regard to other classes of information, such as the information about the children, the Committee noted that the article had been published at a national level which meant that this information could potentially relate to a wide pool of individuals. The Committee noted, further, that biographical information about the complainant, such as his job or the part of the country in which he lived, had not been included. With regard to the information which was more specific to the complainant, including that he had been arrested in relation to the incident concerning a family member and his medical condition, this would potentially identify the complainant as the subject of the article to only a limited number of people who had knowledge of the arrest and the complainant's diagnosis. Taking into account the woman's right to freedom of expression; the fact that the article presented most of the claims as her account (which the Committee acknowledged was challenged by the complainant); and that the complainant and his children would not be readily identifiable by the general reader of the article, the Committee concluded that the newspaper had not failed to respect the private and family life of the complainant or his children. There was no breach of Clause 2.

26. The relevant part of the Editors' Code relating to the complainant's children was Clause 6(i) which states that all pupils should be free to complete their time at school without unnecessary intrusion. Having found that the children would not be readily identifiable by the general reader of the article and given that it contained minimal information about the children, the article did not represent an unnecessary intrusion into their time at school. There was no breach of Clause 6.

27. Finally, the Committee considered the complaint under Clause 12. The article had described the complainant by reference to the mental health condition from which he suffered. The Committee did not consider that the reference, which was not prejudicial or pejorative, breached Clause 12(i). The Committee then considered whether it was genuinely relevant to the story. The complainant had accepted that his ex-partner had referred to his mental health in the family proceedings, which made the condition genuinely relevant to the story which related, in part, to the findings which had been made by the court. On this basis there was no breach of Clause 12.

Conclusion(s)

28. The complaint was upheld under Clause 1(iv).

Remedial Action Required

29. 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 adjudication, the nature, extent and placement of which is determined by IPSO.

30. The Committee considered that there was a breach of Clause 1(iv). The article had published a number of serious claims as statements of fact without distinguishing them as such and in circumstances where it did not feel able to demonstrate that they were true. In these circumstances, the Committee concluded that an adjudication was the appropriate remedy.

31. The Committee considered the placement of this adjudication. The adjudication should 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. The headline to the adjudication should make clear that IPSO has upheld the complaint, give the title of the publication and refer to the complaint's subject matter. The headline must be agreed with IPSO in advance.

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

Following an article published on 28 September 2019 headlined "Mums desperate to escape abusive exes forced to flee UK and live penniless abroad" a man complained to the Independent Press Standards Organisation that the newspaper had breached Clause 1 (Accuracy) of the Editors' Code of Practice. IPSO upheld this complaint and has required the mirror.co.uk to publish this decision as a remedy to the breach.

The article was part of a campaign which highlighted women "on the run from domestic violence whose partners had been granted custody of their children". It reported on women leaving the UK in general, as well as focusing on the specific experiences of several unnamed women. One of these women's experiences was described as "the most horrific case". The article stated that police had described the woman as a "high-level domestic violence risk" and that police, who were reported to have been "called to their UK home dozens of times" had "begged her to leave her brutal husband". The article reported that the mother "endured years of physical, emotional and financial abuse at the hands of the man the courts want her sons to live with". It also reported that the civil court had found that the man had committed "violent crimes, sexual offences or child abuse". The mum was said to have "fled the UK... two years ago".

The complainant said that he was the ex-partner of one of the women featured in the article. He said that the article was inaccurate in breach of Clause 1. He said it was inaccurate to use his case as part of the campaign or describe him as abusive as he had never been violent towards the woman and had not seen or spoken to her in over ten years. He also said that it was inaccurate to report that police had ever classed the woman as a “high-level domestic violence risk”. He said that it was inaccurate to report that the police had “begged her to leave” him. The publication did not comment on whether the complainant was the ex-partner of the women featured in the article because it said to do so would reveal the identity of a confidential source.

IPSO made clear that domestic abuse is an important and sensitive issue of significant public interest. The press plays a critical role in highlighting the issue, however, when doing so the press has a responsibility to report in a responsible and accurate way, and to balance the rights of all individuals involved. IPSO was not making a finding on the accuracy of the allegations, but whether there had been a breach of the Editors’ Code.

IPSO found that the article had stated as fact that the ex-partner of the woman featured in the article had abused her and that police had classed her as a “high-level domestic violence risk” and had “begged her to leave” her partner, which the publication was not in a position to demonstrate as true. The publication said it had verified the claims in the article and had set out the steps it had taken, but it could not share its research materials without compromising its confidential sources. IPSO found that, in relation to those specific claims, the publication had failed to distinguish clearly between comment and fact and there was a breach of Clause 1(iv).

Date complaint received: 05/07/2020

Date complaint concluded by IPSO: 08/08/2022

Decision of the Complaints Committee – 11344-20 A man v express.co.uk

Summary of Complaint

1. A man complained to the Independent Press Standards Organisation that the express.co.uk breached Clause 1 (Accuracy), Clause 2 (Privacy), Clause 6 (Children) and Clause 12 (Discrimination) of the Editors' Code of Practice in an article headlined "Domestic abuse victim fled country after ex granted access to kids", published on 16 November 2019.

2. The article reported on the experiences of a woman who "was forced to flee Britain with her [...] children after fearing they would be abducted by their abusive father [who suffered from a named mental health condition]". It reported that the woman "had half an hour to pack and head to the airport for a new home in Cyprus" even though "she had sole custody of the children... as she feared her ex would ignore visiting rights rules". The article described the former partner as abusive and said the woman had suffered "years of abuse". It included quotes from the mother which stated he suffered from a named mental health condition and that she said the "problems started when her ex refused medication for his mental illness". The article contained a quote from the woman who said "there were thre[e] times when he was physically violent and he was also verbally abusive. He made death threats towards me." The article said the mother had "concerns her youngsters could be snatched from school". Neither the woman, the father, nor the children were named or photographed in the article, but the number of children was referred to.

3. The complainant said that he was the father referred to in the article and was complaining on his and his children's behalf. He said that the article was inaccurate in breach of Clause 1. He said that it was inaccurate to state that he had been abusive to his former partner; he said that he had never been violent towards the woman to whom he had not spoken or seen in over ten years; nor had he been convicted of domestic abuse or violence. The complainant said he had full custody of the children from the day after the mother fled, and her custody had been removed several months previously, and therefore it was inaccurate to report that the mother had custody, or that he would ignore visiting rights. He also said that the family court had ruled that there was no risk of him trying to abduct the children, as reported.

4. The complainant also said a number of the quotes ascribed to the woman in the article were inaccurate. He said it was inaccurate to report that she had "half an hour to pack" as she had taken the children out of school the day before. He said that the quotes had not distinguished between comment and fact, and made the article unbalanced and biased.

5. The complainant also said that the article intruded into his and his children's private lives. He said that the content of the article related to private family legal matters and that he believed that private court documents on which there were restrictions had been shared with the newspaper. He said that as there were reporting restrictions on these documents, he had an expectation of privacy over them and the information that they contained.

6. The complainant said that, whilst neither him nor his children were named, they were identifiable from the information contained in the article. He noted that the article accurately reported the number of children, as well as details of the family proceedings before the court, and the country of the abduction location, and the investigations which had been undertaken. He said he had been told that there was only one other case similar to his in Northern Cyprus by the UK Foreign Office and UK Embassy in Cyprus, and any other cases could be distinguished from his by their legal basis. He also considered that the reference to his mental health diagnosis, and the specific allegations which were the same as those heard in the court, allowed readers to identify him. He said that an acquaintance of his who had knowledge of his circumstances had identified him from reading the article and had first drawn it to his attention.

7. The complainant also said that the article breached Clause 6 as his children were identifiable and that reading the articles could be harmful to them, by giving them unfavourable opinions of the courts, himself, or their wider paternal family.

8. The complainant also said that the article breached Clause 12 as it named his mental health disorder and he believed it was being used as leverage within the article. He said that it demonstrated that the mother was using his condition throughout court proceedings to prevent access to his children, and the characterisation of him in the article as an abusive father with a mental health condition was prejudicial and pejorative in itself.

9. The publication noted that the complaint was made over eight months after the publication of the article, and that this delay, in addition to lockdown, significantly hindered its ability to investigate. It said that this delay, and the restrictions imposed by lockdown, meant that it was unable to access the notes or documents that had been used to write the article in order to support its position that it did not breach the Code.

10. The publication did not accept a breach of the Code. It said that none of the individuals referred to in the article were identifiable and that it was not in a position to confirm whether the complainant was the man referred to in the article because it had an obligation to maintain the anonymity of the woman, who was a confidential source, and the children. The publication said that, having undertaken a detailed review of their research materials, it was their firm view that it would not be possible to share them with IPSO, even in a redacted form, without revealing the identity of their sources. However, it did say that it had taken care not to report inaccurate information. It said that the journalist

liaised with a campaigner, who put her in touch with a mother who she spoke to on the phone at various times over several months. It repeated that it was not able to say whether the complainant was the father referred to in the article, but said that all the allegations in the article had been verified and corroborated by documentary evidence such as social work reports, counselling notes, police reports of domestic violence, psychiatric reports, Court Orders, and relevant communications from the abusive partner such as text messages. It also said that the documents the complainant had supplied showed he had custody of his children as of January 2018. The publication said that as another article, by another publication, which the complainant had also said was about him, had stated the mother had fled “two years ago”. It said that this meant the mother would have left in November 2017, when she had custody, and therefore it was not inaccurate to report that the woman had concerns visiting rules would not be followed.

11. The publication said that the quotes from the mother were clearly distinguished as comment, either by being in quotation marks or by being prefaced by “she said” or “she claimed”.

12. The publication said that as neither the complainant nor his children were identifiable, there could be no breach of Clause 2 or 6 and emphasised that it would not confirm whether the complainant and his children were the subject of the article. It said that the average reader or member of the public would not be able to identify the complainant or his children from the information in the article. It noted that the complainant accepted there was at least one other case similar to his, and other cases of abduction that had a different legal basis, and that the specifics of these cases were not known to the general public. The publication stated that the complainant had provided no evidence to support his complaint that the publication had gained access to court documents which it was not entitled to see, or to which the complainant had a reasonable expectation of privacy.

13. The publication said that there was no breach of Clause 12 as the father’s mental health was relevant to the story, as the mother had claimed that the problems started when he stopped taking his medication. It also said that there was no prejudicial or pejorative reference to his mental health.

Relevant Code 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 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.

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

14. Domestic abuse is an important and sensitive issue of significant public interest and the press plays an important role in highlighting the issue. However, the press has a responsibility to ensure that it is reporting in a responsible and accurate way, and to balance the rights of all individuals involved. The Committee also emphasised that it was not making a finding on the accuracy of the allegations reported in the article. Its role was to decide whether there had been a breach of the Editors' Code.

15. The Committee considered the information provided by the complainant during the course of its investigation and concluded that the complainant was more likely than not the subject of the article. The Committee proceeded to consider the complaint on that basis.

16. With regards to the accuracy of the article, whilst the Committee noted that the publication felt unable to confirm whether or not the complainant was the subject of the article, it was nevertheless required to demonstrate that it had complied with its obligations under the Editors' Code.

17. The Committee noted the publication's position that it was unable to access any documents that supported the accuracy of the article, due to the time it had taken the complainant to bring the complaint to IPSO; because it could not go to its office due to lockdown restrictions; and because it had a duty to protect its confidential sources. The Committee acknowledged that flexibility was appropriate in circumstances where Covid-19 had disrupted working practices, but the pandemic could not be a justification for not fulfilling the requirements of Clause 1 given that the publication had published serious allegations which amounted to claims of criminality. In addition, the complaint had been submitted well within the 12-month period allowed under IPSO's Regulations for the consideration of complaints about online articles; the Committee did not consider that the existence of the pandemic made it unreasonable or unfair to take forward the complaint.

18. The Committee found that the article had stated as fact that the man in the article had abused his ex-partner, and that he had been considered a risk of ignoring visiting rights and abducting his children. The publication said it had verified all the claims in the article and had set out the steps it had taken but could not share its research materials without compromising its confidential sources. Where the publication was not able to demonstrate that these statements were established points of fact, the Committee concluded that the presentation of these claims as fact, rather than disputed claims, amounted to a breach of Clause 1(iv). The distinction was clearly significant given the serious nature of the claims.

19. The article also contained several claims which had been made by the mother and which were presented as direct quotes from her. They were clearly

distinguished as the comments of the mother, and not as established fact, and the publication of these claims did not breach Clause 1(iv).

20. Whether and to what extent the information contained in the article identified the complainant as the subject of the article to readers was central to the complaints under Clause 2 and Clause 6. The Committee reiterated the importance of freedom of expression in reporting the issue of domestic abuse, and the importance of balancing one party's right to tell their story with any other relevant parties' right to privacy. The complainant had said that the information contained in the article about the number of his children; the details of the proceedings before the court; and the allegations against him from his former partner was sufficient to identify him to at least one other individual. The Committee noted that the information regarding the family proceedings and the specific allegations which had been made in the proceedings would not generally be known and would not serve to identify him to readers. With regard to other classes of information, such as the information about the children, the Committee noted that the article had been published at a national level which meant that this information could potentially relate to a wide pool of individuals. The Committee noted, further, that biographical information about the complainant, such as his job or the part of the country in which he lived, had not been included. With regard to the information which was more specific to the complainant, including his medical condition, this would potentially identify the complainant as the subject of the article to only a limited number of people who had knowledge of his diagnosis. Taking into account the woman's right to freedom of expression; the fact that the article presented most of the claims as her account (which the Committee acknowledged was challenged by the complainant); and that the complainant and his children would not be readily identifiable by the general reader of the article, the Committee concluded that the newspaper had not failed to respect the private and family life of the complainant or his children. There was no breach of Clause 2.

21. The relevant part of the Editors' Code relating to the complainant's children was Clause 6(i), which states that all pupils should be free to complete their time at school without unnecessary intrusion. Having found that the children would not be readily identifiable by the general reader of the article, and given that it contained minimal information about the children, the article did not represent an unnecessary intrusion into their time at school. There was no breach of Clause 6.

22. Finally, the Committee considered the complaint under Clause 12. The article had described the complainant by reference to a mental health condition from which he suffered. The Committee did not consider that the reference, which was not prejudicial or pejorative, breached Clause 12(i). The Committee then considered whether it was genuinely relevant to the story. The complainant had accepted that his ex-partner had referred to his mental health in the family proceedings, which made the condition genuinely relevant to the story which related, in part, to the findings which had been made by the court. On this basis there was no breach of Clause 12.

Conclusion(s)

23. The complaint was upheld under Clause 1(iv).

Remedial Action Required

24. 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 adjudication. The nature, extent and placement of which is determined by IPSO.

25. The Committee considered that there was a breach of Clause 1(iv). The article had published a number of serious claims as statements of fact without distinguishing them as such and in circumstances where it did not feel able to demonstrate that they were true. In these circumstances the Committee concluded that an adjudication was the appropriate remedy.

26. The Committee considered the placement of this adjudication. The adjudication should 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. The headline to the adjudication should make clear that IPSO has upheld the complaint, give the title of the publication 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:

Following an article published on 16 November 2019 headlined "Domestic abuse victim fled country after ex granted access to kids" a man complained to the Independent Press Standards Organisation that the newspaper had breached Clause 1 (Accuracy) of the Editors' Code of Practice. IPSO upheld this complaint and has required the express.co.uk to publish this decision as a remedy to the breach.

The article reported on the experiences of an unnamed woman who "was forced to flee Britain with her [...] children after fearing they would be abducted by their abusive" father. It reported that the woman "had half an hour to pack and head to the airport for a new home in Cyprus" even though "she had sole custody of the children... as she feared her ex would ignore visiting rights rules". The article described the former partner as abusive and said the woman had suffered "years of abuse". The article contained a quote from the woman who said "there were thre[e] times when he was physically violent and he was also verbally abusive. He made death threats towards me." The article said the mother had "concerns her youngsters could be snatched from school".

The complainant said that he was the ex-partner of one the women featured in the article, and was complaining on his and his children's behalf. He said that the article was inaccurate in breach of Clause 1. He said that it was inaccurate to

state that he had been abusive to his former partner. The complainant said he had full custody of the children from the day after the mother fled, and her custody had been removed several months previously, and therefore it was inaccurate to report that the mother had custody, or that he would ignore visiting rights. He also said that the family court had ruled that there was no risk of him trying to abduct the children, as reported. The publication did not comment on whether the complainant was the ex-partner of the woman featured in the article because it said to do so would reveal the identity of a confidential source.

IPSO made clear that domestic abuse is an important and sensitive issue of significant public interest. The press plays a critical role in highlighting the issue, however, when doing so the press has a responsibility to report in a responsible and accurate way, and to balance the rights of all individuals involved. IPSO was not making a finding on the accuracy of the allegations, but whether there had been a breach of the Editors' Code.

IPSO found that the article had stated as fact that the ex-partner of the woman featured in the article had abused her, and that he had been considered a risk of ignoring visiting rights and abducting his children, which the publication was not in a position to demonstrate as true. The publication said it had verified all the claims in the article and had set out the steps it had taken, but it could not share its research materials without compromising its confidential sources.

IPSO found that where the publication had failed to distinguish clearly between comment and fact there was a breach of Clause 1(iv).

Date complaint received: 05/07/2020

Date complaint concluded by IPSO: 08/08/2022

Appendix D

<u>Paper No.</u>	<u>File Number</u>	<u>Name v Publication</u>
2429	00517-22	Various v The Daily Telegraph
2451	13067-21	O'Reilly v dailystar.co.uk
2461	01524-22	Peberdy v The Sun on Sunday
2484	01945- 22/01946-22	Berry v elystandard24.co.uk/Cambs Time
2470	00359-22	Kay v express.co.uk
2472	12885-21	Kay v Daily Mail
2474	01666-22	Bird v Sunday Life
2480	00333-22	Bunting v Sunday Life
2421	11822-21	Law v express.co.uk
2443	11471-21	Phillips v Mail Online
2434	11928-21	Tierney v Wisbech Standard
2435	11818-21	Hoy v Wisbech Standard
2442	12549-21	Mitchison v express.co.uk
2498	10762-21	Peer v thesundaytimes.co.uk
2439	01429-22	Hopkins v cornwalllive.com
2460	12041-21	Peel v The Belfast Telegraph
2477	11837-21	North East Ambulance Service v Mail Online
2492	01731-22	Rahman v thetimes.co.uk