



FINAL ADJUDICATION

Michelle Edwards and Waltham Forest Echo

Clause 1 Accuracy

1.1. Publishers must take all reasonable steps to ensure accuracy.

Complaint Upheld

Breach of Clause 1.1

Before IMPRESS Regulatory Committee A

**Cordella Bart-Stewart, David Leigh, Rachel Matthews, Shelina Janmohamed,
and Walter Merricks (Chair)**

22 April 2022

1. Summary of Complaint

- 1.1. The Complainant is Michelle Edwards (“the Complainant”), a freelance journalist and directly affected party, who has written several pieces for the Publisher as part of a longstanding column called ‘Life on the Estate’. The Complainant is seeking to ensure the accuracy of a published article, which she had originally submitted to the Publisher for publication.
- 1.2. The Respondent is Waltham Forest Echo (“the Publisher”), an independent print and online community newspaper that has been regulated by IMPRESS since 14 July 2016.
- 1.3. The complaint concerns the accuracy of an article that first appeared in the October 2021 issue (no. 79) of Waltham Forest Echo, with the headline “*All Along the Watchtower*”. The article was subsequently published online on 23 October 2021.
- 1.4. The complaint is assessed against Clause 1 of the IMPRESS Standards Code

2. Background

- 2.1. The article concerns the 21-storey Northwood Tower housing block in Walthamstow, and the residents’ ongoing concerns about fire safety following the Grenfell Tower fire, as well as the introduction of ‘Waking Watch’ wardens.
- 2.2. The article explains how a historic complaint about fire safety at Northwood Tower had been dismissed by the council, but after concerns following the Grenfell fire, ‘residents’ frustration boiled over’. The article goes on to explain that the council instructed its building contractor to carry out an external works programme ‘seemingly out of nowhere’ which would include new windows and front doors. By way of an update, the article says, “Four years later, and despite the work done, it’s clear the building is still at risk, given it has its own ‘Waking Watch’.
- 2.3. The article describes the duties of ‘Waking Watch’ wardens and the fact that they are patrolling 13 council-owned buildings in addition to Northwood Tower until the council has finished safety works on each building. A FOI

request submitted by the author revealed that the council has so far paid £1,316,644, excluding tax, for this service.

- 2.4. The article then centres on the account of 'Mother S', a resident at Northwood, who was forced to scoop up her kids and run outside when, on 17 June 2021, a small fire broke out in her kitchen on the eighth floor. Another resident had been alerted to this by a phone call from a friend in another block. Others in the block claimed that they were unaware that a fire had occurred weeks after the event.
- 2.5. The article then questions the effectiveness of the 'Waking Watch', and follows with this quote:

S did recount seeing a warden raise the alarm as she left her flat but, when her fire alarm remained silent, she still felt the need to knock on her neighbours' doors herself.

- 2.6. The final section of the article details the response of Louise Mitchell, the council's Cabinet Member for Housing, who insists that no complaints have been received about the events of 17 June 2021. Mitchell adds that the London Fire Brigade (LFB) arrived at the scene within four minutes and assessed the situation as non-life threatening. The article concludes by highlighting that the LFB did not wish to comment on the incident, which is not featured on the list of fires recorded on their website.

3. The Complaint

- 3.1. After the article was published, the Complainant was dissatisfied with how the article (attributed to her) had been represented in the publication. An NUJ official contacted the Publisher on behalf of the Complainant on 11 November 2021 and made a complaint on the grounds of accuracy. The Publisher did not consider that the article, as published, breached the IMPRESS Standards Code and rejected the Complainant's request for a correction. A full copy of correspondence between the parties was provided to the Regulatory Committee.
- 3.2. The Complainant was not satisfied with the Publisher's decision and subsequently escalated the complaint to IMPRESS on 22 December 2021. After seeking clarification as to the basis for the complaint, IMPRESS

confirmed the substance of the complaint as follows, a full copy of which was provided to the Committee.

- 3.3. The Complainant considers that the Publisher edited her original copy in such a way that misrepresented or distorted the facts, and that the published article is therefore inaccurate and requires correction.
- 3.4. The Complainant says that she has been speaking with residents at the Tower regarding fire safety issues for more than three months, and throughout the decade, more broadly. She says the two key eyewitness accounts for the story were provided by 'Mother S' and 'Mother H', with the weight of the article reliant on the account of 'Mother S' who suffered a fire at her property on 17 June 2021.
- 3.5. Her primary complaint is that the statement in the published article which reads *"S did recount seeing a warden raise the alarm as she left her flat but, when her fire alarm remained silent, she still felt the need to knock on her neighbours' doors herself"* is misleading and significantly altered from her original copy, which she considers set out a very different version of events. Thus, there is no basis in the original copy submitted from which the complained about statement could be drawn. The Complainant is adamant that neither the eyewitness 'Mother S', nor herself, described this version of events.
- 3.6. An omitted statement from the Complainant's interview with 'Mother S' recounts how 'one WW materialised, stood in the doorway and is said to have shouted the word fire and fled'. The Complainant argues that this demonstrates how a vulnerable family were left to fend for themselves, with 'Mother S' essentially performing the duties of the 'Waking Watch', despite the council spending £58,048 (including VAT) per month on the scheme. The Complainant therefore believes that the omission of this information distorts the readers' perception of the events and the meaning of the story as a whole.
- 3.7. The Complainant also has concerns about the omission of other interview statements that had formed part of the submitted copy. She argues that the omission of those statements contributes to the inaccuracy overall.
- 3.8. Specifically, interview material with 'Mother H' has been omitted; including a key excerpt as follows:

A friend in another block had seen the smoke and screamed at her to get out. Similarly, with no WW in sight, she too evacuated herself and her two children before contacting...

- 3.9. The Complainant argues that these are crucial allegations from a vulnerable resident serve to highlight the concerns of residents about the conduct of the wardens and the landlord, Waltham Forest Council. As a result of this omission, the Complainant considers that readers of the article have been presented with a distorted picture of the events that occurred on the day of the fire.
- 3.10. The Complainant additionally cites the omission of a passage from her copy in which 'Mother S' recounted the aftermath of the fire, and in which S alleged that a 'Waking Watch' warden had accused S of being culpable for the fire and had called her 'a dickhead' for ringing the London Fire Brigade. It is alleged that a firefighter was prompted to intervene when they noticed S crying following this interaction with the warden. The Complainant believes this passage is crucial for inclusion in the published article, as it speaks to the alleged treatment of a resident ('S') and the shock and distress that she suffered.
- 3.11. The Complainant says that since the article was published, and because of the alleged inaccuracies, her relationships with residents and interviewees have become strained. For example, 'S' refused to speak to or engage further with her after reading the article. She has found this particularly distressing as she is embedded within the community and the residents are also her associates, friends and neighbours.
- 3.12. The Complainant states that over the course of nearly six years, she earned the trust of residents, businesses and stakeholders on the Marlowe Road Estate and surrounding areas. 'S' in particular, told the Complainant that she distrusts journalists but agreed to provide her with an exclusive because of her local campaigning on their behalf, shared cultural identity (both are Black women), and her reputation for accuracy. The Complainant also explains that she interviewed 'S' three times to go over the same allegations and critically the alleged 'abandonment' point made in the story.
- 3.13. The Complainant stopped writing for the Publisher following publication of a final column in November 2021.

- 3.14. Prior to publication of the October 2021 article, the Complainant had asked to meet with the editor to discuss matters relating to her column. The request was sent via an email dated 1 October 2021 (timestamp 3.30pm). She also attached a disclosure obtained under the Freedom of Information Act (FoI) containing the money spent by the council on the 'Waking Watch' at the 14 council-owned buildings as evidence in support.
- 3.15. The Complainant provided email correspondence with the London Fire Brigade (LFB) Press Office and the Waltham Forest Council Press Office to refute the Publisher's claim that she did not seek a right of reply prior to publication.
- 3.16. The Complainant seeks a correction of the inaccurate statement and an apology from the Publisher.

4. Response of Publication

- 4.1. IMPRESS invited the Publisher to provide additional information in response to the Complainant. The Publisher's response is summarised below, a full copy of which was provided to the Committee.
- 4.2. The Publisher does not consider that the article is inaccurate. Of the complained about statement, the Publisher says it was edited from a part of the original copy, which had stated "Mother S, (as I'll call her in order to preserve her anonymity) scooped up her four children, ran outside and waited for a WW warden as part of their contractual patrolling duties. One WW materialised, stood in the doorway and is said to have shouted the word fire and fled."
- 4.3. The statement was changed by the Publisher to read as "When I speak to residents about the events of that day, what I'm left with is a picture of absolute chaos and questions about how effective the watch proved to be. S did recount seeing a warden raise the alarm as she left her flat but, when her fire alarm remained silent, she still felt the need to knock on her neighbours' doors herself."
- 4.4. The Publisher accepts the copy was edited. However, it says the change of emphasis was deliberate to comply with its legal obligations as an editor and publisher. Therefore, it does not consider the change to amount to

misrepresentation. The Publisher argues the claim that a warden 'shouted the word fire and fled' is potentially defamatory in context, as it implies negligent and cowardly behaviour in a highly dangerous situation. The Publisher does not consider that there is evidence that the warden's subsequent actions amount to 'fleeing', and that another interpretation of the events is that the warden may have been going to seek additional help based on their professional responsibilities.

- 4.5. The Publisher considers the action of 'raising the alarm' to be a simple, neutral description which reflects the information available. Nevertheless, the statement that follows: "when her fire alarm remained silent, she still felt the need to knock on her neighbours' doors herself", reflects the fact that, from Mother S's perspective, the action taken by the warden was not sufficient and she had to take additional action herself.
- 4.6. The Publisher acknowledges that the meaning of the words "is said to" may be confusing. The Publisher understood these words to mean that this activity by the warden was witnessed by Mother S herself. The Publisher has offered to issue a correction to clarify this.
- 4.7. Regarding the alleged omission of information, the Publisher states that edits are made on the basis of style, clarity, and length, and material often needs to be omitted in order for a piece to be concise and fit on the allocated page. The Publisher maintains that these are considerations that would be made for any article. For this particular piece, the Publisher argues that edits were also made for legal reasons. The Publisher considers that, in relation to accuracy, it has a duty to ensure that the information it publishes is true, rather than to publish all information made available by contributors.
- 4.8. The Publisher judged that the omitted material contained unsubstantiated defamatory opinions, from two anonymous sources, about someone performing their professional duties who had not given a right of reply. While the Publisher acknowledges that the Complainant had attempted to seek a right of reply, the warden concerned ultimately did not reply. The Publisher also does not believe an individual staff member of a contractor could fairly and ethically be invited to reply to such allegations personally in a news article.
- 4.9. In light of this, the Publisher made edits to omit the alleged defamatory material and then to summarise the general concerns that were raised about

the Waking Watch. The Publisher felt it would be irresponsible to go into details that would put it at risk of making a defamatory statement in print against a particular individual.

- 4.10. The Publisher argues that without video evidence or other evidence types available, the facts that it has been accused of misrepresenting are yet to be established, as to do so would require a deeper investigation into the specific failings of the Waking Watch warden and an opportunity for them to present their own version of events.

5. Compliance

- 5.1. Waltham Forest Echo complied with the requirements of the IMPRESS Regulatory Scheme (Paragraph 3.2.) by acknowledging the complaint within 7 calendar days and issuing a final decision letter within 21 days.

6. Analysis and Findings

- 6.1. The Committee noted that the original copy submitted to the Publisher by the Complainant intended to convey residents' views on the effectiveness of the Waking Watch scheme, as part of ongoing community commentary on tower block safety in the wake of the Grenfell fire. The Committee did not consider the phrase used by the Publisher 'raising the alarm' to be a neutral substitute for 'shouted the word fire and fled', which appeared in the original copy submitted to it. The Committee acknowledged that publishers are entitled to make alterations to a contributor's copy, as it is the publisher that is ultimately responsible to uphold the Code. However, the Committee judged that the complained about statement had been so far altered from its original meaning in the contributor copy, that the representation of the facts had materially changed.
- 6.2. The Committee noted that, despite the material alteration, the Publisher did not take any further steps to verify the accuracy of what it ultimately published. The Committee agreed with the position that there was no factual basis to publish such a statement based on the original copy submitted alone. However, Clause 1.1 of the Code requires publishers to take reasonable steps to ensure accuracy of published material. The Committee considered that if the Publisher had any doubts as to the accuracy of the statement or the risks involved by its inclusion in the article, it should have taken further steps before deciding to publish the article at all, or in the form

that it did. The Committee considered that by not going further, the Publisher had failed to discharge its obligations under the Code. The Committee concluded that while publishers have the discretion to edit copy submitted by a contributor, any new facts introduced by the publisher that materially alter the significance of events described in the original copy submitted should be verified.

- 6.3. Regarding the Complainant's concerns about further omitted interview material, the Committee agreed that it was within the Publisher's editorial discretion to omit them.
- 6.4. The Committee therefore found the Publisher had breached Clause 1 – Accuracy.

7. Publisher's Further Reply

- 7.1. Upon receipt of the proposed adjudication from IMPRESS, the Publisher noted that the Committee ultimately found a breach of Clause 1.1 – Accuracy. The Publisher felt it had not been provided with an opportunity to address this particular sub-clause previously, and therefore requested to make further representations on the specific issue of Clause 1.1 and editorial policy.
- 7.2. Regarding its editorial process, the Publisher states that contributors are clearly and specifically told that their copy will be edited before publication and they will not be given an opportunity to approve any changes made. However, contributors may be asked questions about their submitted article in accordance with the Publisher's Community Media Writing Guide. The Publisher argues that, based on its experience, there is nothing unusual about this relationship between journalists and editors. Further, it considers that this to be the position of all news publications that its members have ever edited or contributed to. The Publisher acknowledges that this model is not always suitable for contributors.
- 7.3. The Publisher notes that the complainant argued that the alleged published inaccuracies have subsequently led to strained relationships with residents and interviewees in the community. In response, the Publisher states that its current editor made editorial changes to the Complainant's draft for the October 2021 Waltham Forest Echo issue on the same basis that previous editors had done so in the past. Further, the Publisher considers that there

is nothing in its editorial approach, which has remained consistent since the Complainant's column began in December 2016, that could reasonably have led the Complainant to believe she would be able to decide whether the final published version of the article would include content that either she or an interviewee believed to be important. Following the print edition of Waltham Forest Echo going to press on 30 September 2022, the editorial team was unaware of any inaccuracy related to this article until the point at which it received communication from the NUJ representative on Michelle Edwards' behalf on 11 November 2022.

- 7.4. Addressing Clause 1.1 – Accuracy, the Publisher submits that the only matter of accuracy to be checked is the accuracy with which the published copy reflects the perspective of the Complainant and an anonymous source. The Publisher therefore argues that the only realistic step available to the editor would have been to contact the Complainant to verify the accuracy of her statement. The Publisher does not believe that taking this step would have increased the likelihood of the published article being accurate in a meaningful sense. The Publisher considers that the only way to fully mitigate the risk of publishing factual content submitted by the Complainant would be to avoid publishing it at all; instead, it was proud to have published the columns that it did, and its ability to do so was based on its editors using their judgment to mitigate the risk of doing so.
- 7.5. The Publisher says that it is concerned that copies submitted by contributors for any of their other published articles may also have been altered by the editor prior to publication with the same processes used for the article complained of. Finally, to set the regulatory precedent that an editor does not have the right to publish content that is neither defamatory nor proven to be untrue would have serious implications for the Publisher.

8. Sanctions and Remedies

- 8.1. The Committee considered that a proportionate remedy for the breach would be for Waltham Forest Echo to insert a short clarifying statement and link to the adjudication in the article. This would be positioned under the headline but above the body text.
- 8.2. The clarifying statement would read as follows:



Please note that the following statement contained in the article is an alteration made by the editor: 'S did recount seeing a warden raise the alarm as she left her flat but, when her fire alarm remained silent, she still felt the need to knock on her neighbours' doors herself'. An IMPRESS ruling found that the Publisher did not take all reasonable steps to verify the accuracy of the statement. While publishers have the discretion to edit copy submitted by a contributor, any new facts introduced by the publisher that materially alter the significance of events described in the original copy submitted should be verified.