Neutral Citation Number: [2023] EWHC 351 (KB)

IN THE HIGH COURT OF JUSTICE
KING'S BENCH DIVISION
MEDIA AND COMMUNICATIONS LIST

Claim No. QB-2022-000858
QB-2022-000862

Royal Courts of Justice
Strand, London, WC2A 2LL

Date: 20 February 2023

Before:

HIS HONOUR JUDGE LEWIS
(sitting as a Judge of the High Court)

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Between

ANN-MARIE JANICE SMITH (1)
KAYDON JUDYDEEN JACKSON (2) Claimants

-and-

PASTOR JOHN CHARLES SURRIDGE (1)
PASTOR IAN SWEENEY (2)
PASTOR EMMANIEL OSEI (3)
MR KAZ JAMES (4) Defendants

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Robert Sterling (instructed by **Caruthers Law**) for the Claimants
Victoria Jolliffe (instructed by **Shakespeare Martineau LLP**) for the Defendants

Hearing date: 18 November 2022

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HIS HONOUR JUDGE LEWIS:

1. The claimants are secondary school teachers. They worked at Stanborough School ("the School") until August 2018, when they moved to new teaching jobs.

2. The claimants say that the School is operated by the British Union Conference of Seventh-day Adventists ("BUCSA"). There is a dispute between the parties about whether the School and BUCSA are a single unincorporated association (the claimants' case), or separate unincorporated associations (the defendants' case), although that is not a matter for this hearing.

3. The first, second and third defendants are said by the claimants to have been trustees of BUSCA, and they are sued on behalf of themselves and all other trustees. The third and fourth defendants are said to have been governors of the School, and they are sued on behalf of themselves and all other governors.

4. In December 2020, both claimants received conditional job offers for new teaching roles. The offers were made through a specialist employment agency, Dunbar Education.

5. On 5 March 2021, Dan Brown of Dunbar contacted the School to request references for both claimants. The emails passing between Mr Brown and the School are set out in the Annex to this judgment. During this correspondence, Mr Brown provided the School with two versions of a reference request form ("the Request Form") which included the following question: "Have there been any allegations or concerns raised against the applicant relating to the safety and welfare of children or young people or vulnerable adults or relating to behaviour towards children or young people or vulnerable adults?".

6. On 18 March 2021, the School emailed Dan Brown with its response to his request for references ("the Reference"). This is the publication complained of in these proceedings. It was sent by a school employee, Anna Papaionnou, who was the School's International Programme Coordinator, Marketing Administrator and Acting PA to the Headteacher. The email was in the following terms:

   "Subject: RE: URGENT Reference Request for Kayon Jackson & Ann Smith

   Dear Mr Brown,

   Thank you for your e-mail.

   We can confirm that the applicants worked at Stanborough School during the following dates:

Kayon Jackson	Start date: 01/09/2014	End date: 31/08/2018
Ann Smith	Start date: 03/09/2014	End date: 31/08/2018

   However, I would like to inform you that **there were some safeguarding issues during their time at Stanborough School**. We will fill in the forms you have sent us in detail and send these to you shortly." (original emphasis)

7. The claimants deny that there were any safeguarding issues from their time at the School, and they say the Reference led to their job offers being withdrawn.

8. The claimants issued proceedings nearly a year later for libel, misuse of private information and negligent misstatement. They seek injunctions to prevent republication of the words complained of, and awards of general, special and aggravated damages.

9. On 13 September 2022, Lavender J gave directions for a trial of preliminary issues to determine (i) the natural and ordinary meaning of the statement complained of; (ii) whether the statement complained of, in any meaning found, is defamatory of the claimant at common law; and (iii) whether the statement complained of is (or includes) a statement of fact or opinion.

Legal principles

10. The court's task is to determine the single natural and ordinary meaning of the words complained of, which is the meaning that the hypothetical reasonable reader would understand the words bear.

11. In ***Jones v Skelton*** **[1963] 1 WLR 1362** the Privy Council explained what is meant by a natural and ordinary meaning as follows:

> "The ordinary and natural meaning of words may be either the literal meaning or it may be an implied or inferred or an indirect meaning: any meaning that does not require the support of extrinsic facts passing beyond general knowledge but is a meaning which is capable of being detected in the language used can be a part of the ordinary and natural meaning of words. …. The ordinary and natural meaning may therefore include any implication or inference which a reasonable reader guided not by any special but only by general knowledge and not fettered by any strict legal rules of construction would draw from the words." per Lord Morris at 1370.

12. The long-established principles to be applied when reaching a determination of meaning were re-stated by Nicklin J in ***Koutsogiannis v Random House Group Ltd*** **[2019] EWHC 48 (QB)** at [12]:

> "(i) The governing principle is reasonableness.
> (ii) The intention of the publisher is irrelevant.
> (iii) The hypothetical reasonable reader is not naïve but he is not unduly suspicious. He can read between the lines. He can read in an implication more readily than a lawyer and may indulge in a certain amount of loose thinking but he must be treated as being a man who is not avid for scandal and someone who does not, and should not, select one bad meaning where other non-defamatory meanings are available. A reader who always adopts a bad meaning where a less serious or non-defamatory meaning is available is not reasonable: s/he is avid for

scandal. But always to adopt the less derogatory meaning would also be unreasonable: it would be naïve.
(iv) Over-elaborate analysis should be avoided and the court should certainly not take a too literal approach to the task.
(v) Consequently, a judge providing written reasons for conclusions on meaning should not fall into the trap of conducting too detailed an analysis of the various passages relied on by the respective parties.
(vi) Any meaning that emerges as the produce of some strained, or forced, or utterly unreasonable interpretation should be rejected.
(vii) It follows that it is not enough to say that by some person or another the words might be understood in a defamatory sense.
(viii) The publication must be read as a whole, and any "bane and antidote" taken together. Sometimes, the context will clothe the words in a more serious defamatory meaning (for example the classic "rogues' gallery" case). In other cases, the context will weaken (even extinguish altogether) the defamatory meaning that the words would bear if they were read in isolation (eg bane and antidote cases).
(ix) In order to determine the natural and ordinary meaning of the statement of which the claimant complains, it is necessary to take into account the context in which it appeared and the mode of publication.
(x) No evidence, beyond publication complained of, is admissible in determining the natural and ordinary meaning.
(xi) The hypothetical reader is taken to be representative of those who would read the publication in question. The court can take judicial notice of facts which are common knowledge, but should beware of reliance on impressionistic assessments of the characteristics of a publication's readership.
(xii) Judges should have regard to the impression the article has made upon them themselves in considering what impact it would have made on the hypothetical reasonable reader.
(xiii) In determining the single meaning, the court is free to choose the correct meaning; it is not bound by the meanings advanced by the parties (save that it cannot find a meaning that is more injurious than the claimant's pleaded meaning)."

13. The courts now commonly refer to various levels of possible defamatory meaning, to distinguish between different types of defamatory allegation. This was explained by Nicklin J in ***Brown v Bowyer and another*** **[2017] EWHC 2637 (QB)** at [17]:

> "Finally, I need to refer to what are called the Chase levels of meaning. They come from the decision of Brooke LJ in Chase –v- News Group Newspapers Ltd [2003] EMLR 11 [45] in which he identified three types of defamatory allegation: broadly, (1) the claimant is guilty of the act; (2) reasonable grounds to suspect that the claimant is guilty of the act; and (3) grounds to investigate whether the claimant has committed the act. In the lexicon of defamation, these have come to be known as the Chase levels. Reflecting the almost infinite capacity for subtle differences in meaning, they are not a straitjacket forcing the court to select one of these prescribed levels of meaning, but they are a helpful shorthand."

14. In ***White v Express Newspapers*** **[2014] EWHC 657 (QB)**, Tugendhat J said the following in respect of *Chase* meanings at [10]:

> "It does not follow that all words complained of must be fitted into one or other of these categories. And there may be meanings which are less serious than level 3, but if there are, then a dispute may arise as to whether such lower meanings are defamatory at all. The court is not bound to choose between the contentions of the parties as to what the words complained of mean. Judges must make up their own minds."

15. In this case, reference has been made to the "repetition rule". In ***Stern v Piper*** **[1997] QB 123**, Simon Brown LJ defined the rule as follows:

> "The repetition rule… is a rule of law specifically designed to prevent [the court] from deciding that a particular class of publication – a publication which conveys rumour, hearsay, allegation, repetition, call it what one will – … bears a lesser defamatory meaning than would attach to the original allegation itself."

16. This rule does not mean that the Court is bound to find that the defamatory meaning that attaches to the repetition is, in all cases, at the same level as the original allegation. In ***Brown*** (supra), Nicklin J noted at [32] (and see also [19] – [31]):

> "When the authorities speak of rejecting submissions that words repeating the allegations of others bear a lower meaning than the original publication that is a rejection of the premise that the statement is less defamatory (or not defamatory at all) *simply* because it is a report of what someone else has said. That kind of reasoning is what the repetition rule prohibits when applied to meaning. The meaning to be attached to the repetition of the allegation has still to be judged, applying the rules of interpretation… looking at the publication as a whole".

17. The approach to be taken when deciding whether words are defamatory was considered by Sir Thomas Bingham, MR in ***Skuse v Granada Television Limited*** **[1996] EMLR 278** at 286 where he said:

> "A statement should be taken to be defamatory if it would tend to lower the plaintiff in the estimation of right-thinking members of society generally or would be likely to affect a person adversely in the estimation of reasonable people generally".

<u>The case advanced by each party</u>

18. I have first read the words complained of to form a provisional view about meaning, before turning to the parties' pleaded cases and submissions, see ***Tinkler v Ferguson*** **[2020] EWCA Civ 819** at [9].

19. In respect of those pleaded cases:

a. The claimants say that the natural and ordinary meaning of the Reference was that: "whilst the claimant was employed as a teacher at Stanborough School there were proved allegations against them of abuse and maltreatment of pupils". They say this is was a statement of fact.

b. At the trial of the preliminary issue, the claimants put forward an alternative meaning, although this does not form part of their pleaded case: "in the course of their work at Stanborough School between September 2014 and August 2018, Ann Marie Smith and Kayon Jackson had caused safeguarding issues at the school causing children for whom they were responsible to suffer damage or harm and were thereby guilty of misconduct".

c. The claimants have not pleaded any innuendo meanings based on knowledge of extrinsic facts, or any special technical or legal meaning of the words complained of.

d. The defendants say that the Reference must be read in the context of the chain of emails which it formed part of, including the Request Form. In that proper context, they say that the natural and ordinary meaning was that: "during the time the claimant was employed by Stanborough school, allegations or concerns had been raised about the claimant relating to the safety of children or young people or vulnerable adults or relating to behaviour towards children or young people or vulnerable adults".

e. The defendants accept that both the claimants' and defendants' proposed meanings are statements of fact.

20. The claimants make the following points in support of their proposed meaning:

a. The email comprised a self-contained reference. It contained an express assertion that both claimants had seriously misconducted themselves in their capacity as teachers, including in their handling and treatment of pupils, so that they had abused and maltreated those pupils.

b. The Reference conveys a *Chase* level 1 meaning: it suggested the abuse had been proven to have happened, for which the claimants were answerable. It did not say there were merely allegations, or a case for investigation. There is nothing in the language used in the Reference to suggest that the reader should be cautious before accepting the truth of what was said.

c. The gravity of the safeguarding issues was emphasised by the inclusion of the word "however" and the phrase "I would like to inform you", together with the highlighted and underlined passage, and the promise to provide more detail. The claimants also rely on the use of the word "some" to suggest more than one safeguarding issue.

d. The hypothetical reader is taken to be representative of those who would read the publication in question, and so would have understood what was meant by safeguarding issues. This was a reference provided in respect of a job offer at a new school.

e. It makes no difference whether the material in the Annex is taken into account, since this does not affect the natural and ordinary meaning. In particular, the Reference does not refer to the question posed by the Request Form and would not have been read as a response to it.

21. The claimants' skeleton argument asserted that the recipients of the email "must have had specialist knowledge of what are and what is meant by safeguarding issues". However, during oral submissions, Mr Sterling clarified that the claimants are not saying that the hypothetical reasonable reader had specialist knowledge, and there is no pleaded innuendo meaning. The claimants' case is put on the basis of general knowledge only.

22. The defendants make the following points in support of their proposed meaning:

    a. The term "safeguarding issues" in the Reference can only be understood by reference to the definition in the Request Form.

    b. The defendants' meaning reflects the language used in the form. The questions posed were incredibly wide, and requested confirmation of mere "concerns", not just proven matters and allegations. The ordinary reasonable reader would understand the words complained of to mean that the School was answering "yes" to the question asked in the Request Form, and that further information would be provided within a completed form.

    c. In the very unusual circumstances of this case, where the defendants were being asked to confirm if there were "allegations" or "concerns", it is permissible to include this within the pleaded meaning, notwithstanding the repetition rule.

    d. Given that the Request Form included a request for details of "concerns", it might be that the publication bears a meaning that is below *Chase* level 3 and, if so, it is open to the court to find that such a meaning is not defamatory at common law.

    e. The claimants have put forward an extreme and strained meaning, namely proven guilt of abuse or maltreatment of pupils. This ignores the context of the question being asked. As a matter of common sense, if there had been "proven" allegations of abuse or maltreatment, it is unlikely that the School would have described these merely as "some safeguarding issues".

<u>Scope of publication and direct context</u>

23. There is a dispute between the parties about the scope of the material that this court should consider as "context" when assessing meaning. The relevant legal principles were summarised by Nicklin J in ***Riley v Murray*** **[2020] EWHC 977 (QB)** at [16]:

    "[16] … the following material can be taken into account when assessing the natural and ordinary meaning of a publication:

i) **matters of common knowledge**: facts so well known that, for practical purposes, everybody knows them;
ii) **matters that are to be treated as part of the publication**: although not set out in the publication itself, material that the ordinary reasonable reader would have read (for example, a second article in a newspaper to which express reference is made in the first or hyperlinks); and
iii) **matters of directly available context to a publication**: this has a particular application where the statement complained of appears as part of a series of publications – e.g. postings on social media, which may appear alongside other postings, principally in the context of discussions.

[17] The fundamental principle is that it is impermissible to seek to rely on material, as "context", which could not reasonably be expected to be known (or read) by all the publishees. To do so is to "erode the rather important and principled distinction between natural and ordinary meanings and innuendos": Monroe -v- Hopkins [40]. When I considered this principle very recently, I explained that the distinction was between "material that would have been known (or read) by all readers and material that would have been known (or read) by only some of them. The former is legitimately admissible as context in determining the natural and ordinary meaning; the latter is relevant only to an innuendo meaning (if relied upon)" (emphasis in original): Hijazi -v- Yaxley-Lennon [2020] EWHC 934 (QB) [14]."

24. Every case will turn on its facts. I was referred to ***Smyth v Mackinnon*** **(1897) 24 R 1086,** which was the case of an alleged libel contained in a letter, where the whole of the correspondence was admissible context on the basis that the other party to the correspondence would have been aware of its contents.

25. I was also taken to ***Haviland v The Andrew Lownie Literary Agency Limited [*****2021] EWHC 143 (QB)**. Proceedings had been brought in respect of seven emails, each of which had a separate pleaded meaning. Nicklin J noted that no innuendo had been advanced, relying for example on earlier emails. The judge queried whether the readers of the relevant emails would have read the entire email chain, but did not need to resolve the issue because he determined that it would make no difference to the meaning of the relevant email in its proper context.

26. I acknowledge that as currently pleaded, the publication that is sued upon is the sending of the Reference by email to Mr Brown. Mr Brown was the only recipient of this publication, and so it can be said with confidence that the Annex material would have been known (or read) by all persons to whom the Reference was published. In these circumstances, there is no difficulty in considering the Annex material as either context or part of the publication.

27. There is, however, an issue between the parties about the claimants' pleaded case in respect of any dissemination of the information in the Reference to the claimants' prospective employer. We do not know what was said to the new school, and what material (if any) was provided to them. This will need to be clarified. For now, the claimants' cause of action is limited to the single act of publication from the School to Mr Brown. The claimants have not sued the defendants on any republication, although damages are claimed to include injury suffered by the information being passed to the new school.

28. I am satisfied that in this case, it makes no difference to the meaning of the Reference if the material in the Annex is taken into account or not, either as part of the publication, or context. Whilst Mr Brown sent the Request Form to the School on a number of occasions, his covering emails made clear that he did not need the form to be completed. He told the School repeatedly that all he needed was for them to confirm the dates, and that there were no safeguarding issues. The documents show that the School then provided this information. Looking at all the material, the hypothetical reasonable reader would have taken the Reference at face value, and not considered the School to be answering the broader question posed in the Request Form.

29. If anything, one of the emails in the Annex might be said to strengthen the claimants' case, if considered as context or part of the publication. The email sent on 17 March 2021 at 1550 by the Headteacher said that there had been "incidents", and the School was checking to see whether these raised safeguarding issues. The subsequent confirmation by the School that they did, rather suggests to the reader that the School has verified the information, and that something did in fact happen that raised safeguarding issues.

Natural and ordinary meaning

30. The hypothetical reasonable reader is taken to be representative of those who would read the publication in question. I note that this was formal correspondence between organisations used to dealing with references and pre-employment checks, although the claimants do not suggest any specialist knowledge in this case.

31. The Reference states that there were safeguarding issues in respect of the claimants during their time at the School.

32. Safeguarding is a broad concept, and its meaning will depend on the context in which it is used. The term is used here in the context of a school reference. It is reasonable to assume that the focus of safeguarding in a school is on the protection of children from harm, or the risk of harm.

33. The hypothetical reasonable reader of the Reference will no doubt appreciate that there are a wide range of safeguarding issues that might arise in a school, and they might be extremely serious, relatively low-level, or somewhere in between.

34. It is of note that the claimants' proposed meaning focuses on what are arguably more serious types of safeguarding issue, namely abuse and maltreatment. I do not accept that the hypothetical ordinary reader would jump to such a conclusion, not being avid for scandal and recognising that "safeguarding" is a general term with a broad meaning.

35. I also do not accept that by saying there were "some" issues means that there was more than one issue per person, as the email was sent in respect of both claimants together.

36. Whether or not the Annex material and the Reference Form are considered as context, the Reference would not have been interpreted by the hypothetical reasonable reader as suggesting that there were merely safeguarding "concerns" or "allegations", as suggested by the defendants. The language used in the Reference is clear. Such a meaning would, in any event, contravene the repetition rule.

37. The Reference bears a Chase level 1 meaning, namely that something actually happened that gave rise to a safeguarding issue. There is nothing in the Reference to suggest a need for caution, or to qualify what was being said.

38. I find that the meaning of the Reference in respect of each claimant is:

    During the time when she worked at the School, she did something that gave rise to a safeguarding issue, namely something that either caused harm to a child, or placed a child at risk of harm.

39. This meaning is defamatory at common law. It is common ground that words complained of were a statement of fact.

ANNEX

1. Email dated 05.03.2021 from Dan Brown addressed to the school's HR team and sent to the school's "info" email address:

   Subject: FAO The HR Team – Reference Request for Ann-Marie Smith

   Ann has been offered a position through our agency and our safeguarding procedures require us to approach their last two places of work or teaching practices for a reference.

   We were provided with your name and would be most grateful if you would complete our attached reference form and return as soon as possible.

   The reference should only take you a few minutes to complete and we would greatly appreciate an early reply to this request as we are unable to search for roles for them until this is received.

   Should you have, and prefer to use, a standard reference that you have on file please address this to the Compliance Officer and email back to this email address on the appropriate letterhead to verify authenticity.

   We thank you for your help."

   The form accompanying the email was a "reference request form". It requested routine factual information, as well as the reason for leaving (if known), a tick-box assessment of performance and details of disciplinary action. The final question on the form was "Have there been any allegations or concerns raised against the applicant relating to the safety and welfare of children or young people or vulnerable

adults or relating to behaviour towards children or young people or vulnerable adults?".

A separate email was sent at the same time in respect of Kayon Jackson, which was identical save that instead of starting "Ann has been offered" it said "Kayon has applied for".

2. Email dated 09.03.2021 from Dan Brown addressed to the school's HR team and sent to the school's "info" email address:

   "Subject: FAO The HR Team – Reference Request for Ann-Marie Smith

   We previously sent you a reference request for Ann-Marie Smith (email below and proforma attached).

   Would it be possible to complete this and email it back asap.

   If you are not able to write a full reference but can instead just confirm the dates and that there were no safeguarding issues that would be absolutely fine."

   A separate email was sent at the same time in respect of Kayon Jackson, in identical terms.

3. Email dated 11.03.2021 from Dan Brown addressed to the school's HR team and sent to the school's "info" email address:

   "Subject: FAO The HR Team – Reference Request for Ann-Marie Smith

   I telephoned yesterday to chase these references up.

   We previously sent you a reference request for Ann-Marie Smith (email below and proforma attached).

   Would it be possible to complete this and email it back asap.

   If you are not able to write a full reference but can instead just confirm the dates and that there were no safeguarding issues that would be absolutely fine.

   Many thanks for your help, it is appreciated.

   If you could get back to me asap it would be much appreciated. Their new school needs these urgently".

   A separate email was sent at the same time in respect of Kayon Jackson, in identical terms.

4. Email dated 12.03.2021 from Dan Brown to the school's Kaz James, who is the fourth defendant and the school's headteacher:

   "Subject: Reference Request for Ann-Marie Smith

I spoke to a member of your staff today who informed me to email through the reference request for Ann-Marie Smith directly to yourself (email below and proforma attached).

Would it be possible to complete this and email it back asap.

If you are not able to write a full reference but can instead just confirm the dates and that there were no safeguarding issues that would be absolutely fine.

Many thanks for your help, it is appreciated.

If you could get back to me asap it would be much appreciated. Their new school needs these urgently".

A separate email was sent at the same time in respect of Kayon Jackson, in identical terms.

5. Email dated 15.03.2021 in respect of Kayon Jackson only sent from Dan Brown to Kaz James:
"Subject: Reference Request for Kayon Jackson
Dear Kaz,
Thanks for speaking with me.
As per our conversation, I 100% understand that you cannot comment on Kayon's teaching as she left before you joined, however, if you could confirm the dates and that there were no safeguarding issues; that would be much appreciated.
I have put the dates and the position on the forms – please can you check and return.
Many thanks for your help Kaz, it is appreciated."
This email was accompanied by shorter versions of the "reference request" (one for each candidate), which Mr Brown had completed with basic factual information. The only questions for the school to complete related to disciplinary action and safeguarding, the wording in respect of which mirrored the longer version of the form (see above).

6. Email dated 17.03.2021 (Wednesday) sent at 10.49 from Dan Brown to Kaz James and also the school's "info" email address:

"Subject: FAO Kaz James – URGENT Reference Request for Kayon Jackson & Ann Smith

Dear Kaz,

Thanks for speaking with me on Monday.

Did you receive the references okay?

I've attached both forms again with this email.

I have put the dates and the position on the forms – please can you check and return.

We now need these urgently; they are supposed to be starting on Monday and the Head of their new school is chasing me morning and night.

Many thanks for your help Kaz, it is appreciated."

The email was accompanied by the shorter versions of the reference request, as sent to Mr James on 15 March.

7. Email dated 17.03.2021 (Wednesday) sent at 14.51 from Dan Brown to Anna Papaioannou at the school:

"Subject: URGENT Reference Request for Kayon Jackson & Ann Smith

Hi,

Thanks for speaking with me. I really appreciate your help.

As per our conversation, if you could confirm the dates and that there were no safeguarding issues during Ann and Kayon's time with you; that would be much appreciated.

I have put the dates and the position on the forms – please can you check and return.

We now need these urgently; they are supposed to be starting on Monday and the Head of their new school is chasing me morning and night.

Many thanks for your help, it is appreciated."

The email was accompanied by the shorter versions of the reference request, as sent to Mr James on 15 March and earlier that day.

8. Email dated 17.03.2021 (Wednesday) sent at 15.50 from Kaz James at the school to Dan Brown, copied to Anna Papaioannou at the school:

"Subject: References

Hi Dan

It appears there are some incidents on one of the files, which will need to be further explained to me before I cam confirm they are not safeguarding issues.

I will update you as soon as I can."

9. Email dated 17.03.2021 (Wednesday) sent at 15.54 from Dan Brown to Kaz James, copied to Anna Papaioannou:

"Subject: References

Okay thank you for letting me know.

They went from Stanborough to Oasis Academy and have nothing on their DBS's….. seems very odd that if it was a safeguarding issue that it was not raised at the time.

Hopefully not a safeguarding issue.

If you could please get back to me asap that would be much appreciated. They are starting permanent jobs on Monday so we need to know pretty quickly.

Again thanks for your help Kaz… I know you're a busy man."

10. Email dated 17.03.2021 (Wednesday) sent at 17.13 from Dan Brown to Kaz James:

    "Subject: References

    Hi Kaz,

    Was there any update yet? The Head of their new school is calling me tonight.

    Even if I'm just in a position to say that all is fine and the references will be over tomorrow; then that would be great.

    If I don't hear back then it puts me in a difficult position; I don't know if I'm saying there's a safeguarding issue or not.

    Please feel free to call me if easier – [MOBILE]

    Thanks Kaz"

11. Email dated 18.03.2021 (Thursday) sent at 10.38 from Dan Brown to Kaz James, copied to Anna Papaioannou:

    "Subject: References – Ann Smith – Kayon Jackson

    Morning Kaz,

    I just wondered if there was any update?

    I think their new Headteacher is going to contact you directly.

    She gave me till this morning to get the references and now wants to contact directly as time is running out.

    Are you happy for me to pass on your details?"

12. The email complained of was then sent on 18.03.2021 at 15.47.