

## Press Distribution Charter

### Stage 3 - Independent Arbitration Decision

**PDC Reference Number:**

, PDC205986/13-03-18

**Date First Issued:**

20/02/2018

**Name of Arbitrator:**

Neil Robinson

**Date complaint sent to Arbitrator:**

04/04/2018

In the matter of the Arbitration Act 1996 and in the matter of a dispute between Mr Retailer and Smiths News (SN), Unit 1, Punchbowl Park, Hemel Hempstead, HP2 7EU. This complaint concerns alleged failure by Smiths News to deliver all titles and their appropriate sections no later than the Retailer Delivery Time or Scheduled Delivery Time for the day of sale contrary to Standard 2.1 of the Press Distribution Charter (PDC).

Mr Retailer Complains that on 20/02/2018 he was short delivered 8 copies of 'I-Daily'. As a matter of principle he made a formal Stage 2 Press Distribution Charter Complaint concerning this on 20/02/2018.

SN does not deny the service failure. There appears to have been some mismanagement concerning Mr Retailer's claim that had led to SN thinking it had been paid, when in fact it hadn't. SN has agreed to make a restitution payment covering the loss of profit margin on 6 copies of 'I-Daily' together with the standard HND redelivery payment of £0.55 per copy.

Having considered the evidence submitted to me I adjudicate as follows:

1. To make a formal PDC Complaint the incident/s complained of must have been serious or persistent.

2. Persistent is defined as follows:

Newspapers – The same problem occurs three times in three weeks for Monday to Friday newspapers three times in six weeks for Saturday or Sunday newspapers.

Magazines – The same problem occurs three times in six issues of a weekly, fortnightly or monthly magazine.

3. The incident that I am being asked to adjudicate on does not qualify as persistent.

4. Seriousness can only be determined on the circumstances of each case and the Independent Arbitrator has the ultimate determination on this point.

5. I do not consider that the incident complained of on 20/02/2018 was serious and therefore falls outside of the scope of the PDC Complaints Process.

6. The Complaint fails.

7. I am pleased to note that SN has agreed to pay Mr Retailer restitution for the service failure.

*Neil Robinson*

Signature of Arbitrator: \_\_\_\_\_

Date: 12th April 2018

Seat of Arbitration: London, England.

Date form returned to PDC Administrator:

12/04/2018

Date Independent Arbitration Decision  
sent to Wholesaler & Retailer:

18/04/2018