

## Press Distribution Charter

### Stage 3 - Independent Arbitration Decision

**PDC Reference Number:**

PDC/124312/260318

**Date First Issued:**

18/02/2018

**Name of Arbitrator:**

Neil Robinson

**Date complaint sent to Arbitrator:**

03/04/2018

In the matter of the Arbitration Act 1996 and in the matter of a dispute between Mrs Retailer and Menzies Distribution (M.D.), 6 Abbotswell Road, West Tullos, Aberdeen, AB12 3AB. This complaint concerns alleged failure by Menzies Distribution to deliver all titles and their appropriate sections no later than her Retailer Delivery Time (RDT) for the day of sale and failure to advise Mrs F of changes to her delivery run both contrary to Part 1 of its 'Customer Service Pledge', Third Edition.

Mrs Retailer has been trading for nine years from her shop in Aberdour and understands her Retail Delivery Time (RDT) to be 06.00. She complains that between 16/01/2018 and 18/02/2018 her news delivery was late on 34 occasions. She understands, but has not been formally notified, that two extra deliveries had been added to her round thereby causing the lateness.

M.D. does not refute any of the alleged instances of lateness and points out that New Aderbour is located 44 miles from the depot necessitating a 90 minute journey by van. For logistical reasons it is unable to arrive at Mrs Retailer's shop any earlier without a detrimental impact on other customers. M.D. is trying to organise a taxi service to make the delivery from Fraserburgh to Mrs Retailer, but has so far failed to find an operator to carry out the task.

Having considered all of the evidence in this case, I adjudicate as follows:

1. This unfortunate case has obviously been caused by the logistics of delivering to more remote areas and not helped by the financial pressures on the newspaper and magazine market.
2. RDTs and SDTs are not contractual terms and therefore not enforceable.
3. Mrs Retailer is however entitled to claim reimbursement for lost sales and the re-running of her HND rounds. The restitution process is clearly set out in the 'Our Restitution Process' section of M.D.'s 'Customer Service Pledge', Third Edition.
4. Mrs Retailer must now prepare a schedule of her losses caused by the MD service failures between 16/01/2018 and 18/02/2018. Once completed, she must submit the same to MD for settlement. MD must settle the same unless there is a dispute, in which case the issue should be referred back to me for further adjudication.
5. If MD considers that incidents of lateness have been caused by late inbound publisher deliveries it should pass the Stage 2 Complaint Forms onto the relevant account managers of the publisher /s concerned.

6. I am pleased to note that MD appears to be doing everything it can in trying to organise a taxi service to deliver news products to New Aberdour. I hope that the initiative is successful and respectfully suggest that Mrs Retailer might help the process from her end.

7. I am disappointed and concerned that this Stage 3 Complaint has been necessitated by the fact that M.D. failed to respond to a Stage 2 Complaint. M.D. claimed that it had not received the same, but Mrs F. was able to demonstrate that her Stage 2 Complaint was forwarded by Recorded Delivery on 19/02/2018 and signed for at the receiving end.

*Neil Robinson*

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

Date: 11th April 2018

Seat of Arbitration: London, England.

Date form returned to PDC Administrator:

11/04/2018

Date Independent Arbitration Decision sent to Wholesaler & Retailer:

16/04/2018