

## Press Distribution Charter

### Stage 3 - Independent Arbitration Decision

PDC Reference Number:

PDC/120132/040814

Date First Issued:

04/08/2014

Name of Arbitrator:

Neil Robinson

Date complaint sent to Arbitrator:

21/10/2014 - Further and Better Particulars requested.

In the matter of the Arbitration Act 1996 and in the matter of a dispute between Mr. Retailer, and Menzies Distribution, 1 Claylands Road, Newbridge, Edinburgh, EH28 8LF. This complaint concerns alleged failure by Menzies Distribution to deliver all titles and their appropriate sections no later than the Retailer Delivery Time (RDT).

Mr. Retailer complains that he has been experiencing late deliveries for a period of one year which have deteriorated over recent months. He has owned the business for three years and for the first two years he was receiving deliveries between 05.30 and 05.45. Over the past year supplies have been received between 06.00 - 06.10 and at weekends as late as 06.25. Mr. Retailer claims that he has lost business as a result of this issue.

Menzies Distribution points out that the RDT for Mr. Retailer is 06.30 and it has been consistently delivering to him before that time with a very small number of late deliveries. It maintains that it has tried to accommodate an earlier delivery time for Mr. Retailer but, due to his remote location from the depot and the impact of publisher 'bunching' at their delivery to the depot, it has been unable to agree a new RDT with Mr. Retailer.

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

1. Retailers should receive on time delivery of newspapers and magazines in time for the day of sale.
2. In order to achieve this, Standard 2.1 of the Press Distribution Charter provides that "The wholesaler will deliver all titles and their appropriate sections, no later than the Retail Delivery Time (RDT), or Scheduled Delivery Time (SDT), for the day of sale.
3. The RDT is the time agreed by the wholesaler and retailer as the latest time by which it is operationally feasible for the retailer to receive his newspaper delivery.
4. The SDT is given to a retailer where an RDT could not be agreed. It is the time by which the wholesaler is able to deliver to the retailer, based on current arrival times to the wholesale house.
5. Mr. Retailer obviously acquired his business some three years ago with an RDT of 06.30 and Menzies Distribution has delivered to Mr. Retailer in accordance to that RDT.

6. Over a number of years Menzies Distribution managed to deliver to Mr. Retailer much earlier than the RDT and Mr. Retailer became accustomed to that situation.

7. Due to the delivery round being expanded Mr. Retailer started to receive delivery approximately 30 minutes later than he had been used to, but still within his RDT.

8. In these circumstances, Menzies Distribution has not failed to achieve the lateness standard.

9. In reality Mr. Retailer is trying to amend the RDT for his business and such negotiation is outside of my remit.

10. I note Menzies Distribution's efforts to accommodate Mr. Retailer's requirement and I trust that this continues.

11. The parties are reminded that, when negotiating an RDT, consideration should be given to the retailer's commercial need for the copies e.g. shop opening time, HND rounds, type of system used for marking up, round preparation and weekend versus weekday patterns. In turn, the retailer must be aware of the operational feasibility in constructing each round and the economic viability of changes to the same. I hope some workable solution for both parties can be found.

*Neil Robinson*

**Signature of Arbitrator:**

**Date:** 29th October 2014

**Seat of Arbitration: London, England.**

**Date form returned to PDC Administrator:**

29/10/2014

**Date Independent Arbitration Decision  
sent to Wholesaler & Retailer:**

29/10/2014