

Press Distribution Charter

Stage 3 - Independent Arbitration Decision

PDC Reference Number:

PDC211564/02-05-18

Date First Issued:

02/05/2018

Name of Arbitrator:

Neil Robinson

Date complaint sent to Arbitrator:

31/05/2018

In the matter of the Arbitration Act 1996 and in the matter of a dispute between Mrs Retailer and Smiths News (SN), Black Country New Road, Wednesbury, WS10 7ND. This complaint concerns alleged failure by Smiths News to credit all valid vouchers within 14 days of return as required by Press Distribution Charter (PDC) Standard 7.3.

Mrs Retailer complains that she has not received credit of £463.49 for Voucher Envelope H356242 sent on 04/12/2017. She made a PDC Stage 2 Complaint on 11/05/2018 and SN responded by advising her that the envelope in question was credited to her account on 10/03/2018 under an entry Voucher Credit HSE'. Mrs Retailer maintains that this credit was for Voucher Envelopes H368739 and H560276. She forwarded documentation that allegedly tracks credit given against Voucher Envelopes.

As stated above, SN claims that credit for Voucher Envelope H356242 to the value of £434.28 was made on 10/03/2018. SN has forwarded me a copy of the relevant Weekly Summary Invoice showing the credit made.

Having carefully considered all of the evidence submitted to me, I adjudicate as follows:

1. The Press Distribution Charter's complaints process is a quasi-judicial process that conforms to the Arbitration Act 1996. As such it is governed by a strict process.
2. The complaints process is detailed in the publication entitled 'Guidance Notes for Retailers'.
3. The said process makes it very clear that complaints at Stage 2 and 3 cannot be considered if the original incident complained of occurred more than three months prior to the date of the Stage 2 complaint.
4. As this complaint relates to a Voucher Envelope forwarded to SN on 04/12/2017 and the PDC Stage 2 Complaint was entered on 11/05/2018, I am unable to adjudicate on it.
5. I am sure that the £463.49 at the centre of this dispute represents a substantial amount to Mrs Retailer and I am equally certain that SN would want to be fair and equitable to Mrs Retailer with this in mind I will make a suggestion to the parties.
6. I am concerned that Mrs Retailer is claiming £463.49 and SN is suggesting that the amount due is satisfied by an unreferenced credit payment of £434.28 on 10/03/2018. I suggest both parties take a look at this to see if the total of Voucher Envelopes H368739 and H560276 amounts to £434.28 as Mrs Retailer claims. If they do, SN should cross reference all Voucher Envelopes returned since 04/12/2017 against credit payments in an attempt to satisfy itself and Mrs Retailer as to the legitimacy of its rejection of her claim.

Neil Robinson

Signature of Arbitrator: _____

Date: 4th June 2018

Seat of Arbitration: London, England.

Date form returned to PDC Administrator:

04/06/2018

Date Independent Arbitration Decision
sent to Wholesaler & Retailer:

07/06/2018