

Press Distribution Charter

Stage 3 - Independent Arbitration Decision

PDC Reference Number:

PDC215108/05-04-18

Date First Issued:

05/04/2018

Name of Arbitrator:

Neil Robinson

Date complaint sent to Arbitrator:

17/05/2018

In the matter of the Arbitration Act 1996 and in the matter of a dispute between Mr 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.

Mr Retailer submitted a Voucher Envelope H176794 on 26/02/2018 which was acknowledged by SN 28/02/2018. He complains that SN has failed to fully credit him for the content of the envelope. He made two formal complaints on 13/03/2018 and 15/03/2018 before submitting a PDC Stage 2 Complaint on 04/04/2018. He received half of the credit due to him, £134.69, on 15/04/2018 with a commitment by SN at Stage 3 of the complaints process to credit the remainder on 19/05/2018.

In its response to Mr Retailer's Stage 2 Complaint SN made no attempt to explain why Voucher Envelope H176794 was not properly credited in good time. It apologised for the delay and advised Mr Retailer that it now had all the information needed to resolve the issue and that credit would appear on Mr Retailer's invoice on 17/04/2018. In its PDC Stage 3 Statement of Case Form SN explained that when Mr Retailer made his Stage 2 Complaint he had only submitted one side of his original Recall Note and accordingly he had not received full credit for Voucher Envelope H176794 when payment of £134.69 was made on 15/04/2018. Mr Retailer submitted the reverse side of his Recall Note on 17/04/2018 and the outstanding balance was due to be paid on 19/05/2018.

After considering all of the evidence in this case, I adjudicate as follows:

1. Standard 7.3 of the PDC provides that "All valid vouchers returned will be credited within 14 days of return."
2. The PDC contains a number of voucher standards that allow for swift confirmation, crediting and resolution of any queries. These provisions are designed to minimise the impact on cash flow.
3. Clearly SN has failed to meet the relevant service standards in this case.
4. Mr Retailer submitted Voucher Envelope H176794 on 26/02/2018 and SN was obliged to credit the content on or before 12/02/2018. It didn't!
5. SN has failed to meet Standard 7.3.

6. I sincerely hope that Mr Retailer received his credit due on 19/05/2018.

7. The Charter sets out to find solutions if things go wrong. This may be done by correction and/or a restitution payment that recompenses a retailer for losses suffered on the sale of newspapers and magazines. Mr Retailer has not made a claim for restitution; he merely seeks SN to adopt an effective system for processing and crediting his vouchers.

8. Hopefully the service failure under review is an isolated instance and I suggest that SN examines its handling of vouchers in order to adhere to Standard 7.3.

Neil Robinson

Signature of Arbitrator: _____

Date: 22nd May 2018

Seat of Arbitration: London, England.

Date form returned to PDC Administrator:

22/05/2018

Date Independent Arbitration Decision
sent to Wholesaler & Retailer:

24/05/2018