

Press Distribution Charter

Stage 3 - Independent Arbitration Decision

PDC Reference Number:

PDC/220156/26112015

Date First Issued:

26/11/2015

Name of Arbitrator:

Neil Robinson

Date complaint sent to Arbitrator:

17/01/2016

In the matter of the Arbitration Act 1996 and in the matter of a dispute between Miss Retailer, and Smiths News, Centurion House, Centurion Way, Cleckheaton, BD16 3QE. This complaint concerns alleged failure by Smiths News to honour Miss Retailer's order amendments and provide accurate invoices/ credit notes.

Miss Retailer alleges that she purchased the business on 10/07/2015 and advised Smiths News that the business would be closed for refurbishment and that she would inform them when delivery of newspapers and magazines should recommence. The shop reopened on 12th October 2015 and she notified Smiths News on that day and asked for delivery to commence. Deliveries started again on 14th October 2015. Smiths News then informed Miss Retailer that the original instruction was to stop the papers for three weeks and that delivery had started after that period. Smiths News invoiced Miss Retailer from 1st August. Despite communicating with Smiths News on a number of occasions in an attempt to resolve the issue, Smiths News terminated supply by letter dated 29th December.

Smiths News has not responded to the PDRP Stage 3 Complaint. At Stage 2 Smiths News maintain that Miss Retailer has been credited for newspapers and magazines that were charged for the period 10/07/2015 - 12/10/2015, but that the delivery charges were not refunded "due to us receiving only one notification from yourselves that the store would not be open and that was for a 3 week period only during the outlined dates".

Miss Retailer believes that, following a PDRP Stage 2 Complaint, Smiths News was prepared to credit her for the newspapers and magazines delivered between 10/07/2015 and 12/10/2015, but refused to refund delivery charges made for the same period.

Having considered the evidence before me, I adjudicate as follows:

1. Smiths News has failed to supply a Stage 3 Wholesale Response to Miss. Retailer's Stage 3 Complaint. This is a blatant breach of the Press Distribution Charter's complaints process and brings the Charter into disrepute. Management at Smiths News must ensure that the proper process is followed in future.
2. This case has basically been caused by a failure in communications. Miss Retailer maintains that she telephoned and advised Smiths News that she was having a refurbishment and that she "would call again when we re-open". Smiths News is of the opinion that the instruction was for a period of three weeks.

3. I have made enquiry of Smiths News about the recording of the telephone call in question and it is unable to provide me with a transcript of the call as it was not recorded.

4. On the balance of probabilities, I am inclined to support Miss Retailer's version of events based on the following:

a) Miss Retailer has two other shops trading with Smiths News and has traded with them since 2005 without any late payments or credit problems.

b) Refurbishments are nearly always difficult to predict and therefore it is always difficult to predict the exact time they will take.

c) The case that Miss Retailer has put forward to me is clear and concise which demonstrates her business ethics and acumen to me.

5. Unfortunately, I do not have a clear breakdown of the payments made by Miss Retailer and the credits received and therefore I am unable to give precise monetary figures in this adjudication.

6. I instruct Smiths News to open Miss Retailer's account immediately.

7. I instruct Smiths News to make a credit payment, if they have not already done so, to Miss Retailer in respect of all newspapers and magazines delivered between 10/07/2015 and 12/10/2015 together with appropriate delivery service charge. It is a total nonsense to give credit for the newspapers and magazines delivered in error, but not the delivery service charge.

8. Smiths News will make the necessary arrangements to collect all returns currently at Miss Retailer's refurbished premises and give credit for the same.

Neil Robinson

Signature of Arbitrator: _____

Date: 27th January 2016

Seat of Arbitration: London, England.

Date form returned to PDC Administrator:

27/01/2016

Date Independent Arbitration Decision sent to Wholesaler & Retailer:

27/01/2016