

Press Distribution Charter

Stage 3 - Independent Arbitration Decision

PDC Reference Number:

PDC234782/280318

Date First Issued:

28/03/2018

Name of Arbitrator:

Neil Robinson

Date complaint sent to Arbitrator:

15/05/2018

In the matter of the Arbitration Act 1996 and in the matter of a dispute between Mr Retailer and Smiths News (SN), Euston Street, Freeman's Common, Aylestone Road, Leicester, LE2 7SS. This complaint concerns alleged failure by Smiths News to supply appropriate paperwork and invoices over a prolonged period.

Mr Retailer complains that he has not received invoices over a period of 12 months, Magazine Recall Notes or Daily Pack and Delivery Notes on a daily basis and Delivery Notes by request only contrary to a number of Press Distribution Charter (PDC) standards detailed at a later part of this adjudication.

In response to Mr Retailer's Stage 2 Complaint SN apologised for the inconvenience caused and undertook to implement a number of actions to rectify the situation as follows:

1. Paperwork to be sent daily in an envelope with the delivery driver.
2. Returns to be collected daily, these to be left in an agreed area where the delivery of product is made.
3. "Last week's paperwork" to be reprinted and sent out to Mr Retailer on Friday 6th April.

On its Stage 3 Statement of Case Form SN recognised that there were still issues with the supply of paperwork.

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

1. The PDC standards clearly provide for a retailer to receive clear documentation over a number key areas as follows:

3.3 Supplies will be delivered in a saleable condition with each parcel identified by quantity and title on the delivery note.

3.6 The wholesaler will clearly identify on its documentation all supplements and insertions notified by the publisher, together with the relevant handling allowances where appropriate.

5.6 The wholesaler will provide the retailer with documentation which clearly identifies the titles due for return at least 24 hours in advance of collection.

5.7 The returns documentation will identify each title by name and issue. All specific product descriptions will be consistent throughout the life-cycle of the product and within the documentation supplied to retailers.

5.8 The returns documentation will identify each titles cover price and the maximum quantity eligible for credit.

6.1 The wholesaler will supply a clear and accurate daily or weekly invoice/credit note detailing all charges and credits to the invoice address specified by the retailer.

2. From the evidence submitted to me it is clear that SN has been failing to meet its service obligations as far as they relate to documentation.

3. The PDC Complaints Process exists to help retailers find solutions when service standards are not met. This usually involves correction and/or restitution. In this case Mr Retailer has not sought restitution, he seeks to receive the minimum levels of service set out above.

4. To its credit, SN appears to have introduced actions that will enable it to meet the PDC Standards. Furthermore, it has put in place an informal process to monitor the situation in the future.

5. Mr Retailer is, of course, able to use the PDC Complaints Process again should he consider that he has suffered service failures in the future.

Neil Robinson

Signature of Arbitrator: _____

Date: 17th May 2018

Seat of Arbitration: London, England.

Date form returned to PDC Administrator:

18/05/2018

Date Independent Arbitration Decision sent to Wholesaler & Retailer:

18/05/2018