

## Press Distribution Charter

### Stage 3 - Independent Arbitration Decision

**PDC Reference Number:**

PDC237657/26-02-18

**Date First Issued:**

15/02/2018

**Name of Arbitrator:**

Neil Robinson

**Date complaint sent to Arbitrator:**

04/04/2018

In the matter of the Arbitration Act 1996 and in the matter of a dispute between Mr Retailer Smiths News (SN), Unit 1, Punchbowl Park, Hemel Hempstead, HP2 7EV. This complaint concerns alleged failure by Smiths News to credit all valid vouchers within 14 days of return in accordance with Standard 7.3 of the Press Distribution Charter.

Mr Retailer alleges that on 30/11/2017 a Voucher Return Envelope (H351524) was made up of 1125 vouchers to the value of £2,574.46 and placed in his Tote Box for onward transmission to SN. He was ultimately credited £1,496.91, leaving a shortfall of £1,077.55. He is claiming the missing amount.

SN maintains that the Voucher Return Envelope was emptied and tallied, but that there were in fact 428 vouchers missing to the value of £1,077.55. The content of the envelope was checked by a senior member of staff.

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

1. I am being asked to decide whether or not Voucher Return Envelope H351524 contained 1125 vouchers to the value of £2,574.46 or 697 vouchers to the value of £1,496.91.
2. Unfortunately, neither party to the dispute has presented any firm evidence in support of its position and, for obvious reasons, I understand why that has not been possible.
3. In these circumstances I am forced to make a decision "on the balance of probabilities" or that it is more likely than not that a particular event occurred.

4. In making my decision I am swayed by three points. The first is that there has obviously been an act or omission by one party or the other which has lead to this unfortunate situation. Secondly, ownership of Voucher Return Envelope H351524 passed to SN at the point where the Tote Box it was being carried in was collected by the SN driver. SN had possession of the envelope through a greater period of time and number of processes. Finally, the Voucher Recall Note allegedly completed and returned by Mr Retailer follows a similar pattern to those of the four weeks prior to 02/12/2017 and for the subsequent four weeks as follows:

|            |      |           |
|------------|------|-----------|
| 04/11/2017 | 1188 | £2,696.17 |
| 11/11/2017 | 1116 | £2,560.13 |
| 18/11/2017 | 1091 | £2,520.88 |
| 25/11/2017 | 1109 | £2,515.39 |
| 02/12/2017 | 1125 | £2,574.46 |
| 09/12/2017 | 1192 | £2,712.40 |
| 16/12/2017 | 1117 | £2,555.61 |
| 23/12/2017 | 1120 | £2,550.20 |
| 30/12/2017 | 918  | £2,112.52 |

5. Having regard to point 4. above I believe that it is more likely than not that Voucher Return Envelope (H351524) did originally contain 1125 vouchers to the value of £2,574.46 and I direct SN to make payment to Mr Retailer in the sum of £1,077.55 representing the value of the missing credits.

*Neil Robinson*

Signature of Arbitrator: \_\_\_\_\_

Date: 6th April 2018

Seat of Arbitration: London, England.

Date form returned to PDC Administrator:

06/04/2018

Date Independent Arbitration Decision sent to Wholesaler & Retailer:

16/04/2018