

## Press Distribution Charter

### Stage 3 - Independent Arbitration Decision

**PDC Reference Number:**

PDC243086/18-05-18

**Date First Issued:**

18/05/2018

**Name of Arbitrator:**

Neil Robinson

**Date complaint sent to Arbitrator:**

29/06/2018

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 contrary to Standard 7.3 of the Press Distribution Charter (PDC).

Mrs Retailer complains that on 15/01/2018 she submitted Voucher Envelope H117368 in the value of £978.54 to SN in the usual way. Full credit for the same was not received despite numerous communications. She was eventually told that the envelope could not be found on the system. On 19/03/2018 she raised a PDC Stage 2 Complaint which was acknowledged on 20/03/2018. She was advised by letter dated 23/03/2018 that the envelope had been lost and that a claim had been submitted to the publisher on 11/03/2018. On 16/04/2018 a second Voucher Envelope H554081 in the value of £758.93 experienced delay in being credited and Mrs Retailer was told that it was awaiting processing. On 17/05/2018 Mrs Retailer raised a second PDC Stage 2 Complaint covering both incidents. On 25/05/2018 she was informed by SN that the second Voucher Envelope, H554081, had been passed for credit to appear on 26/05/2018. Furthermore, the first envelope, H117368, had been part authorised and had been part credited with £70.71 to appear on 12/05/2018. On 10/06/2018 Mrs Retailer received a credit of £452.83 as a further part credit in respect of envelope H117368. No more communication from SN was received by Mrs Retailer and she is pursuing £455.00 in respect of the balance of Voucher Envelope H117368.

By letter dated 23/03/2018, responding to the first PDC Stage 2 Complaint, SN accepted that H117368 was a "lost envelope" and that it had forwarded a claim for reimbursement to the publisher via Head Office on 11/03/2018 and Mrs Retailer would be advised of progress. By letter dated 25/05/2018, SN responded to the second PDC Stage 2 Complaint, advising that Voucher Envelope H554081 had been processed and credit would appear on 26/05/2018 paperwork. Furthermore, part credit of £70.71 had been authorised on H117368 and would appear on 12/05/2018 paperwork. At Stage 3 SN reiterated the credits paid as above and stated that it was awaiting authorisation to credit the outstanding £426.86 for the News UK section of the claim.

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

1. The Press Distribution Complaints Process makes it very clear that complaints at Stage 2 cannot be considered if the incident complained of occurred more than three months previously.
2. Mrs. P.'s first PDC Stage 2 Complaint was submitted on 19/03/2018 and that was quite clearly within the time frame outlined in (1.) above.
3. Had Mrs. P. not been satisfied with the outcome of that Stage 2 Complaint she was free to escalate it to a PDC Stage 3 Complaint within 28 working days of 23/03/2018 being the date of the letter from SN and therefore the date that the Stage 2 process was completed.

4. Mrs Retailer did not escalate this complaint to a PDC Stage 3 Complaint within the stipulated time frame and was unable to do so after 02/05/2018.

5. In these circumstances, I am unable to adjudicate on Mrs Retailer's first PDC Stage 2 Complaint.

6. As detailed above, Mrs Retailer could not make a second PDC Stage 2 Complaint in respect of the first Voucher Envelope on 17/05/2018 as it was clearly outside of the three month time limit.

7. Mrs Retailer's second PDC Stage 2 Complaint also covered her second un-credited Voucher Envelope, H554081, and, as I understand it, credit was given and appeared on 26/05/2018. In these circumstances, I do not consider that there is a basis for her complaint.

8. This case does raise an important issue. The PDC Standard 7.3 clearly provides that "All valid vouchers returned will be credited within 14 days of return." It makes no provision for a "lost envelope". On a strict interpretation of the PDC Standards and what is fair and reasonable, if a wholesaler loses a Voucher Envelope it must take responsibility for the retailer's loss and make its own representations to the appropriate publisher to recover that loss. For the reasons stated above such a determination does not arise in this case.

*Neil Robinson*

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

Date: 9th July 2018

Seat of Arbitration: London, England.

Date form returned to PDC Administrator:

09/07/2018

Date Independent Arbitration Decision sent to Wholesaler & Retailer:

12/07/2018