

## Press Distribution Charter

### Stage 3 - Independent Arbitration Decision

PDC Reference Number:

PDC/131111/090418

Date First Issued:

05/03/2018

Name of Arbitrator:

Neil Robinson

Date complaint sent to Arbitrator:

14/05/2018 (Further and Better Particulars required)

In the matter of the Arbitration Act 1996 and in the matter of a dispute between Mr Retailer and Menzies Distribution Limited (MD), Unit A110 Red Scar Industrial Estate, Ribbleton, PR2 5NB. This complaint concerns alleged failure by Menzies Distribution Limited to deliver to the retailer by the RDT each day or by the Scheduled Delivery Time (SDT) where no RDT agreement exists contrary to the MD 'Customer Service Pledge' Third Edition.

Mr Retailer complains that he has been experiencing late delivery problems since January 2018. He delivers to between 350 and 400 customers each day, but is losing them on a regular basis due to the late delivery. He claims that he has submitted Restitution Forms to MD, but these were not responded to. He completed and returned a Newspaper Distribution Questionnaire on 03/02/2018 which identified details of his operation and a request for wholesale delivery at 05.00. Mr Retailer submitted a PDC Stage 2 Complaint to MD on 01/03/2018 which was signed for by a representative of MD on 05/03/2018, but no response was forthcoming from MD.

MD maintains that Mr Retailer's RDT is in its system as 06.00. The departure time for Mr Retailer's route is 04.50 and Mr Retailer is the second drop on the route. As the running time to the first drop on the route is 30 minutes it is not logistically possible to meet Mr Retailer's request for a 05.00 delivery. MD cannot bring forward the departure time without impacting on other routes and it did look at alternative routes for the account to go on but could not find a solution. MD also claims that it is often late due to late inbound arrival times at Preston. It is reviewing its routes in the near future and will make a point of trying to accommodate Mr. C.'s RDT request.

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

1. Unfortunately Mr Retailer failed to provide me with specific details of his complaint. In these circumstances I found it necessary to request further and better particulars from him as follows:

- a) ***The Stage 2 and Stage 3 Complaints lack sufficient information as to enable the wholesaler, or indeed me, to know exactly what you are complaining about and the extent of the alleged failure to meet the PDC Standard.***
- b) ***In the case of late delivery, I require some proof of the Retail Delivery Time (RDT). The RDT for Mr. Desai's shop should, at some time in the past, have been entered onto an 'RDT Agreement Form'. The form should have been signed by Mr. Desai, or a previous owner and a representative of Menzies Distribution. A copy of the form should have been retained by both parties.***
- c) ***I also require a 5 column list for each date that is the subject to the claim, showing: title, quantity, cover price, RDT/SDT and actual delivery time. If you are claiming restitution for unsold copy, I require; a summary of the amount claimed & loss suffered, a copy of the Returns Note showing the titles/number of copies returned on the subject dates and a copy of the last three previous Returns Notes for the equivalent days.***

If I could have this information by close of business 23/05/2018.  
The information was required by 23/05/2018. Unfortunately, no response was received.

2. MD was also asked to supply the 'RDT Agreement Form' for Mr Retailer's, but was unable to do so.

3. Due to the lack of a detailed complaint and evidence from Mr Retailer I am unable to reach a decision as to the alleged lateness. I do not know what Mr Retailer Considers his RDT to be or what MD's delivery times have been over the time the complaint relates to.

4. As Mr Retailer has a considerable Home News Delivery clientele, I hope that MD will be able to come to some arrangement with him at its forthcoming route review or sooner.

5. I am concerned with MD's failure to respond to Mr Retailer's Stage 2 Complaint. This was clearly forwarded to MD and was signed for, yet not responded to. Such disregard to the PDC Complaints Process is unacceptable. Furthermore it is contrary to the 'Customer Service Pledge' - Third Edition at page 22 entitled 'Our Pledge on Communication'.

*Neil Robinson*

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

Date: 31st May 2018

Seat of Arbitration: London, England.

Date form returned to PDC Administrator:

31/05/2018

Date Independent Arbitration Decision  
sent to Wholesaler & Retailer:

07/07/2018