

## Press Distribution Charter

### Step 2 - Independent Arbitration Decision

**PDC Reference Number:**

PDC/107320/210623

**Date First Issued:**

21/06/2023

**Name of Arbitrator:**

Neil Robinson B.A. (Law), M.C.I.Arb.

**Date complaint sent to Arbitrator:**

16/08/2023

In the matter of the Arbitration Act 1996 and in the matter of a dispute between Ms. B. and Menzies Distribution Limited (MD), Mill Lane Industrial Estate, Stanney Mill Road, Little Stanney, Chester, CH2 4HX. This complaint concerns alleged failure by MD to deliver all titles and their appropriate sections no later than the Retailer Delivery Time (RDT) or Scheduled Delivery Time (SDT) for the day of sale contrary to Part 1 of its 'Customer Service Pledge', Fourth Edition.

By numerous Press Distribution Charter (PDC) Step 1 Complaints dated between 16/06/2023 and 10/08/2023 Ms. B. claims that on numerous specified occasions between those dates, MD delivered her newspapers and magazines between 06.20 and 0.800. Her RDT is 05.40 and the service failures caused her considerable additional costs and frustration.

Ms. B. did receive an acknowledgement to just two of the complaints but did not receive a constructive response/resolution to her complaints that would lead to service improvements.

By undated Step 2 Wholesaler Statement of Case MD advised that this matter had been escalated to its Operations Director who had initiated an investigation. MD maintained that according to its records Ms. B's. RDT was 05.40 and she had an average delivery time of 06.00 although it admitted that not all deliveries had not been scanned. It had employed new contractors/drivers, instigated additional training for new and existing drivers and engaged a new Night Manager. The run that Ms. B. was on had been reviewed and improvements had been identified which would have a positive impact on Ms. B's. delivery time. The situation was being carefully monitored. MD encouraged Ms. B. to submit a restitution claim citing the service failures.

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

1. There can be no doubt that MD persistently failed to meet Ms. B's. RDT between 16/06/2023 and 10/08/2023, indeed it admits to it.
2. Despite admitting to the service failures MD appears to have ignored Ms. B's. issues for a considerable period of time. Two complaints out of nine were acknowledged and none of them were responded to in a constructive way that constituted any form of attempted resolution. This demonstrates a total lack of regard to Ms. B's. problems as well as to the PDC and its dispute process.
3. I sincerely hope the measures that MD has taken will bring about an improvement in delivery times sufficient to meet Ms. B's. RDT.
4. As quite rightly pointed out by MD, Ms. B. is entitled to restitution in respect of the service failures as follows:

5. For the avoidance of doubt and for the information of both parties I take this opportunity to set out the restitution payable in cases of late supply and missing copy as follows:

a) In circumstances where the wholesaler is at fault for the non-delivery of products or under-allocation of product the wholesaler will reimburse the customer for lost margin on the sale of that product.

b) In circumstances where the wholesaler was at fault for late delivery of products and the lateness necessitated the redelivery of HND copy the wholesaler will reimburse the customer 55p per copy redelivered, with a minimum award of £5.50.

6. Ms. B. must now prepare a comprehensive schedule of her losses caused by the MD service failures between 16/06/2023 and 10/08/2023. Once completed, she must submit the same to MD for settlement. MD must settle the same unless there is a dispute, in which case the issue should be referred back to me for further adjudication.

7. If MD consider that incidents of lateness have been caused by late inbound publisher deliveries it should pass the PDC Step 1 Complaint Forms onto the relevant account managers of the publisher/s concerned.

*Neil Robinson*

**Signature of Arbitrator:**

Date: 21st August 2023  
England.

Seat of Arbitration: London,

**Date form returned to PDC Administrator:**

21/08/2023

**Date Independent Arbitration Decision  
sent to Wholesaler & Retailer:**

22/08/2023