

Press Distribution Charter

Stage 3 - Independent Arbitration Decision

PDC Reference Number:

PDC/118187/021119

Date First Issued:

02/11/2019

Name of Arbitrator:

Neil Robinson

Date complaint sent to Arbitrator:

29/11/2019

In the matter of the Arbitration Act 1996 and in the matter of a dispute between G & S and Menzies Distribution (MD), East Avenue, Phoenix Retail Park, Linwood, Paisley, PA1 2FD. This complaint concerns alleged failure by Menzies Distribution to deliver all titles and their appropriate sections and supplements no later than the RDT or SDT on the day of sale contrary to 'Pledge on Deliveries' which forms part of MD's 'Customer Service Pledge - Fourth Edition'.

G & S made a verbal complaint/submission to MD on 27/09/2019 (Reference 1927002323) concerning late deliveries. They claim that this complaint was not responded to by MD within the stipulated 28-day limit as set down in its Customer Pledge. The complaint concerned persistent lateness of delivery over a period 01/09/2019 - 22/11/2019. During that period G & S claim that MD delivered on time on just 12 occasions and were late on 71. G & S state that they has had an RDT of 06.00 for 23 years. G & S claim that the persistent lateness has had a detrimental effect on the business.

As has been indicated above, MD did not respond to the Stage 2 Complaint. In its Stage 3 - Wholesale Statement of Case MD does not deny that there is a 06.00 RDT or that it has persistently delivered late. Instead it advises that as of 25/11/2019 G & S's run, Run 21, has had its scheduled departure time put back by 15/20 minutes thereby enabling it to be "packed on the first wave of routes to leave the depot". MD believes its re-scheduling means that Run 21 will have a departure time of 04.00 and enable delivery to G & S by its RDT of 06.00.

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

1. MD has clearly ignored its own 'Customer Service Pledge by failing to respond to G & S's Stage 2 Complaint within 28 days of its submission on 27/09/2019. Such omission shows a disregard for the concept of self regulation through the industry complaints process and it is to be hoped that it will not happen again.
2. At no point has MD denied the persistent lateness claimed by G & S. Instead it has decided to review its logistics and make changes that it considers will enable it to meet the RDT of 06.00.
3. I have not been made aware of any restitution claimed or awarded to G & S, however 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.

4. If G & S wish to make a restitution claim they should prepare a detailed schedule of their losses relating to newspapers and magazines caused by the service failure and submit it to MD.

5. MD must settle the same unless there is a dispute, in which case the issue should be referred back to me for further adjudication.

4. If G & S fail to provide MD with evidence of proven loss within 30 days of the date of this adjudication no restitution need be considered by MD.

6. I sincerely hope that MD's re-scheduling has been successful in addressing the cause of this complaint.

Neil Robinson

Signature of Arbitrator: _____

Date December 5th 2019

Seat of Arbitration: London, England.

Date form returned to PDC Administrator:

05/12/2019

Date Independent Arbitration Decision sent to Wholesaler & Retailer:

09/12/2019