

# Press Distribution Charter

## Stage 3 - Independent Arbitration Decision

**PDC Reference Number:**

PDC/124262/19042013

**Date First Issued:**

19th April 2013

**Name of Arbitrator:**

Neil Robinson

**Date complaint sent to Arbitrator:**

15th June 2013. Further detail requested by Arbitrator

In the matter of the Arbitration Act 1996 and in the matter of a dispute between Mr Retailer, Aberdeenshire, and Menzies Distribution, 1 Claylands Road, Newbridge, Edinburgh, EH28 8LF. This complaint concerns alleged failure by Menzies Distribution to deliver on time.

Delivery to Mr Retailer "was always" between 5.00 am and 5.15 am" since the early part of this year the delivery times have fallen back with an "average arrival of 5.30 am, but sometimes 5.50 am".

Menzies Distribution believes that publisher delivery has played a part in the problem, but following Strachan's Newsagent's complaint there was a review of the round and some re-scheduling of deliveries. Furthermore, Menzies Distribution undertook to try and make Mr Retailer a priority drop.

Following the re-scheduling by Menzies distribution Mr Retailer recognised a "slight improvement in delivery (5.30 am)".

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

1. Having requested a copy of Mr Retailers Retail Delivery Time Agreement Form, I find that the agreed delivery time is 5.30 am Monday - Saturday and 7.30 am on Sunday. In these circumstances, whilst Mr Retailer had got used to a 5.00 - 5.15 am delivery, the latest time by which Menzies Distribution is obliged to deliver Monday - Saturday is in fact 5.30 am. By Mr Retailer own admission delivery is currently around 5.20 am.
2. In the absence of any detailed information on current delivery times and in view of (1) above, I find that Menzies Distribution has not failed to deliver on time in accordance with Part 1 of its "Customer Service Pledge" 2nd Edition.
3. The Retail Delivery Time Agreement Form is dated 22nd February 2000 and, accordingly, is likely to be 'not fit for purpose' any more. I suggest that the parties make determined endeavour to reach agreement on a new RDT that recognises the operational feasibility for the retailer and the time by which the wholesaler is able to deliver to the retailer.
4. Should Menzies Distribution seriously or persistently fail to deliver by the existing RDT or any new RDT, then Mr Retailer should complain as provided for in Menzies Distribution "Customer Service Pledge" 2nd Edition.

**Signature of Arbitrator:** Neil Robinson (email)

**Date:** 3rd July 2013

**Seat of Arbitration:** London, England.

**Date form returned to PDC Administrator:**

3/7/2013

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

3/7/2013