

Press Distribution Charter Stage 3 - Independent Arbitration Decision

PDC Reference Number:

PDC/131982/051218

Date First Issued:

05/12/2018

Name of Arbitrator:

Neil Robinson

Date complaint sent to Arbitrator:

18/02/2019

Independent Arbitration Decision

In the matter of the Arbitration Act 1996 and in the matter of a dispute between Mr. Retailer and Menzies Distribution Limited (MD), Unit C, Larkfield Trading Estate, New Hythe Lane, Aylesford, ME20 6SW. This complaint concerns alleged failure by Menzies Distribution Limited to provide appropriate documentation in accordance with its 'Customer Service Pledge' Fourth Edition at Page 5 and the Press Distribution Charter (PDC) Standards 3.3 and 5.6.

Mr. P. alleges that he has experienced missing paperwork over many years and particularly on 5th, 6th, 8th, 9th, 12th & 20th October, each day between 26th October - 7th November 2018 and 10th, 12th, 13th, 19th, 20th & 22nd November. Mr. P. raised his complaint to the MD Call Centre on numerous occasions without the issue being rectified. He eventually made a complaint under Stage 2 of the MD 'Customer Service Pledge' dated 24/11/2018.

By letter dated 21/12/2018 MD responded to the Stage 2 Complaint by stating that "instruction has been cascaded to the team in South East London to ensure your documents are checked and signed off each day by a Warehouse Supervisor to ensure accuracy". MD went on to explain that the problem seemed to occur as Mr. P. was a magazine only account. Because of this Mr. P.'s delivery departed the depot by 00.00 as the driver had to return to the depot to carry out newspaper deliveries. If paperwork was/is not printed out in time the driver departs without it. MD suggested that there were plans to change the depots routes so that magazine deliveries are made after the news runs which would alleviate Mr. P.'s problems.

Mr. P. alleges that his document problems are on-going.

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

1. This matter is complicated by the fact that MD has its own version of the Press Distribution Charter known as 'Customer Service Pledge, Fourth Edition'. This document exceeds the PDC in a number of areas but the industry agreement on self regulation dictates that the MD Pledge must contain the PDC minimum service standards that a retailer is entitled to expect from his/her wholesaler, publisher or distributor. Furthermore, the MD Service Pledge must also contain the three part complaints resolution process as adopted by the PDC.

2. MD's 'Customer Service Pledge, Fourth Edition', Our Pledge on Complaints at Page 19 clearly sets out that, if a retailer is not satisfied with the outcome of a Stage 2 Complaint, he may refer the case to the PDC Independent Arbitrator provided the complaint is about a subject covered by the industry regulatory process.

3. The confusion in this case arises because Mr. P. and MD are putting forward their arguments based on both the PDC and the 'Customer Service Pledge', Fourth Edition.

4. Mr. P. submitted a MD 'Our Pledge on Complaints' complaint dated 24/11/2018 and MD responded to the same by letter dated 21/12/2018. In February 2019 Mr. P., via the National Federation of Retail Newsagents (NFRN), requested a PDC 'Stage 3 - Statement of Case' Form. Mr. P. completed and submitted the PDC Stage 3 Retailer - Statement of Case Form on 13/02/2019 detailing his case based upon MD's failure to adhere to PDC standards 3.3 & 5.6 and advising that Mr. P. had never completed a Stage 2 Complaint Form and had no written confirmation from MD that this had been done.

5. MD has petitioned me querying the timeliness of the Stage 3 Complaint and incorrectly citing that Stage 3 can only be commenced within seven days of the Stage 2 response which was dated 21/12/2018. This is erroneous - under the PDC Complaints Process a retailer can escalate a Stage 2 Complaint to Stage 3 within 28 working days of the end of the Stage 2 Complaint.

6. Under the PDC complaints process Mr. P.'s Stage 3 Complaint is out of time as it was lodged outside of the 28 working day limit. However, MD's 'Our Pledge on Complaints' does not have a time limit on escalating a Stage 2 Complaint to Level 3.

7. I am of the opinion that, as MD's 'Customer Service Pledge', Fourth Edition does not detail a process for the transition of a Stage 2 Complaint to Stage 3, the PDC process must be followed after receipt by the retailer of the Stage 2 response. My views are endorsed in this case by the fact that both parties have sought to base parts of their case on the industry Charter. It therefore follows that they should be bound by the PDC complaints process.

8. Mr. P.'s Stage 3 fails as it was lodged out of time.

9. Having reached that decision it is incumbent on me to point out that MD has admitted that it has failed to meet the minimum service standards laid down in its own 'Customer Service Pledge' and the Press Distribution Charter. Unfortunately Mr. P. was still experiencing problems on 6th February 2019. I suggest that MD needs to rectify this problem and if it cannot or will not, Mr. P. should make a fresh complaint within the defined processes.

Neil Robinson

Signature of Arbitrator: _____

Date: 22nd February 2019

Seat of Arbitration: London, England.

Date form returned to PDC Administrator:

22/02/2019

Date Independent Arbitration Decision sent to Wholesaler & Retailer:

25/02/2019