

Press Distribution Charter

Stage 3 - Independent Arbitration Decision

PDC Reference Number:

PDC/133159/100122

Date First Issued:

10/01/2022

Name of Arbitrator:

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

Date complaint sent to Arbitrator:

11/01/2022

In the matter of the Arbitration Act 1996 and in the matter of a dispute between Mr. S. and Menzies Distribution Limited (MD), Unit C, Block B Larkfield Trading Estate, New Hythe Lane, Larkfield, Aylesford ME20 6SW. This complaint concerns alleged failure by Menzies Distribution Limited to credit returned vouchers.

By 'Complaint Form' dated 23/11/2021 Mr. S. complained that he had an issue with MD concerning voucher processing. The form provided no detail. A statement was attached to the Complaint Form which identified "vouchers returned on 20/07/2021". No detail was provided of the returns and there were no supporting attachments. Mr. S. maintained that MD should provide detail of the subject matter of the complaint and that I adjudicate on the basis of contract and MD's Terms and Conditions of Business.

Unfortunately, from the evidence submitted it, appears that MD did not respond to Mr. S.'s complaint. Previously there had been dialogue with him concerning the matter and MD had advised him on 08/11/2021 that it would not accept voucher queries returned in July 2021. MD asked for details of the queries raised and Mr. S. refused to give them. Mr. S. was advised that it was too late for credit. on 11/01/2022 MD submitted documentation on 11/01/2022 which indicated that it was treating Mr. S.'s complaint dated 23/11/2021 as a Press Distribution Charter (PDC) as a Step 1 Complaint.

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

1. On a procedural point MD does not provide for 'Vouchers' in its 'Customer Service Pledge' Fourth Edition. In this situation I rely on PDC Standard 1.3 which provides that;

"The Standards of the Press Distribution Charter will be incorporated by each wholesaler into Terms and Conditions of Business."

2. PDC Standard 7.3 provides that:

"All valid vouchers returned will be credited within 14 days of return."

PDC Standard 7.6 provides that:

"All genuine voucher redemptions will be credited by the wholesaler."

3. With the exception of point (1) above I am not able to adjudicate on a wholesalers Terms and Conditions of Business.

4. It is clear to me that mistakes have been made by both parties to this dispute however, under the terms of the Press Distribution Charter I am only able to consider alleged service standard failures in the three months immediately prior to the originating Complaint. Consequently the three months prior to 23rd November 2021 in this case i.e. 23rd August 2021.

5. Having due regard to point (4) above I dismiss this appeal.

6. I take this opportunity to point out that a complaint must contain full details which are sufficient for everybody concerned to know exactly what is being complained about. It needs to include any relevant dates, times, titles and figures etc. In addition supporting documentation may be required to substantiate the complaint. In this particular case a Voucher Recall Note was required. It is not sufficient to submit a vague simple statement and/or a bundle of documents. It is certainly not acceptable to require the defendant in the case to submit or supply evidence of the complaint.

Neil Robinson

Signature of Arbitrator: _____

Date: 18th June 2021

Seat of Arbitration: London, England.

Date form returned to PDC Administrator:

11.01.2022

Date Independent Arbitration Decision
sent to Wholesaler & Retailer:

12.01.2022