

Press Distribution Charter

Stage 3 - Independent Arbitration Decision

PDC Reference Number:

PDC213999/07032019

Date First Issued:

07/03/2019

Name of Arbitrator:

Neil Robinson

Date complaint sent to Arbitrator:

09/05/2019

Independent Arbitration Decision

In the matter of the Arbitration Act 1996 and in the matter of a dispute between Mr. Retailer and Smiths News (SN), Lingard Lane, Bredbury Park Industrial Estate, Bredbury, Stockport, SK6 2QT. This complaint concerns alleged failure by Smiths News 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 in accordance with Press Distribution Charter (PDC) Standard 2.1 and to fulfil retailers' orders, and honour amendments, where there is sufficient copy available to do so in accordance with PDC Standard 4.1. There are also allegations relating to communications and delay in supplying Press Distribution Charter Stage 2 Complaint Form.

Mr. E. alleges that on 19/01/2019, 26/01/2019 and 29/01/2019 his delivery had titles missing. He referred the issues to SN on 29/01/2019 and was advised that he would be contacted about the matter within 48 hours. Mr. E. received nothing further from SN and he made contact with SN again on 13/02/2019, but with little success. Eventually, on 20/02/2019, Mr. E. requested a Press Distribution Charter Stage 2 Complaint Form. Mr. E. did not receive a Stage 2 Complaint Form and found it necessary to make a further request for the same. He finally received the form on 11/03/2019.

Mr. E. also complained of late delivery but failed to supply any details.

By letter dated 20/03/2019 SN responded to the Stage 2 Complaint. It maintained that staff had followed the correct policy in dealing with his complaint but conceded that he had been "let down" in the communication of responses from Stockport which did not meet the good standards required. SN undertook to put a series of measures in place to address the shortcomings.

SN further undertook to put supplies on Quality Control Check for a period of four weeks and awarded Mr. E. £62.84 restitution to cover the shortages experienced in January together with one weeks' Delivery Service Charge.

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

1. The scope of my jurisdiction is limited to determining whether a wholesaler, distributor or publisher has failed to meet one of the standards set out in the PDC.
2. Mr. E. has devoted much of his complaint questioning the competence and ability of SN staff. Such issues cannot form part of my adjudication unless they result in failure to meet a PDC Standard.
3. It would appear considerable problems have arisen in this case due to poor communications.
4. In its introduction to Section 9 the PDC makes it clear that "Maintaining a high level of

customer service is important to all partners within the industry. PDF members commit to delivering such levels of service to their customers throughout the supply chain." I do not consider that SN has complied with the spirit of this statement.

5. Unfortunately the PDC has only one Standard to support the above-mentioned statement and this requires a wholesaler to acknowledge an email within two days and postal correspondence within a maximum of five working days. Mr. E. makes no detailed allegations of poor customer service involving email or post. There is no Standard relating to telephone conversations although I believe that point 4. above must apply to the same.

6. Mr. E. quite clearly has been the victim of poor customer service and SN must make every endeavour to improve upon this.

7. The PDC sets out a fair, fast and reliable complaints process for use when Standards have not been met. There is evidence here that SN failed to supply a Stage 2 Complaint Form when first requested to do so and was tardy when asked for a second time. Mr. E. requested a Stage 2 Complaint Form on 20/02/2019, but did not receive one until 11/03/2019. This is totally unacceptable.

8. Mr. E. is reminded that he has the option of downloading a form from www.pressdistributioncharter.com

9. It would appear that Mr. E. has received restitution in this matter.

Neil Robinson

Signature of Arbitrator: _____

Date: 13th May 2019

Seat of Arbitration: London, England.

Date form returned to PDC Administrator:

13/05/2019

Date Independent Arbitration Decision
sent to Wholesaler & Retailer:

14/05/2019