

Press Distribution Charter

Stage 3 - Independent Arbitration Decision

PDC Reference Number:

PDC/220506/311220

Date First Issued:

31/12/2020

Name of Arbitrator:

Neil Robinson

Date complaint sent to Arbitrator:

22/01/2021

In the matter of the Arbitration Act 1996 and in the matter of a dispute between Mr. V. and Smiths News (SN), Euston Street, Freemans Common, Aylestone Road, Leicester LE2 7SS. This complaint concerns alleged failure by Smiths News to adhere to the following Press Distribution Charter (PDC) Standards:

- 3.1 - On each day titles are published the wholesaler will supply newspapers and/or magazines to the retailer's invoice address, or other mutually agreed address.
- 4.(a) 4.1 - The wholesaler will fulfil retailer's orders, where there is sufficient copy available to do so.
- 9.5 - Email correspondence to wholesalers will be acknowledged within a maximum of two working days of receipt. Postal correspondence will be acknowledged within a maximum of five working days of receipt.

By PDC Stage 2 Customer Complaint dated 21/12/2020 Mr. V. maintains that, for a number of years, he has been allowed onto SN Leicester premises to "fetch the shortfalls before 05.00". On 15/09/2020 he made such a trip and was confronted by a new night manager who refused to supply Mr. V.'s 'shortfall' copy. The discussions on this matter got heated and ultimately he was given his 'shortfalls' and was walked to his car. Later, he offered SN a note offering a meeting to "resolve differences", but as a result of this incident Mr. V. was informed that he was not allowed onto SN premises. There followed a number of phone calls and correspondence on the matter and other issues and eventually SN restricted Mr. V.'s contact with it to one senior person, (RD) and SNapp. There then followed an alleged service failure concerning a single copy of 'Betting Shop'. Mr. V. considers that this combination of events amounts to "service failure".

SN responded by letter dated 06/01/2021 claiming that Mr. V. had been verbally aggressive on 15/09/2020 and had begun shouting and swearing at the night manager. In subsequent weeks there were a number of phone calls and emails between Mr./Mrs. V. and the SN team when the complainants used aggressive and hostile language. As a result, a decision was taken to restrict Mr. V.'s communications with SN to one senior member of staff. SN is adamant that it did respond to all emails received from Mr. V. albeit by RD rather than the person to whom the email was addressed. SN further point out that it is company policy not to allow customers on sites to make collections. SN apologised for the late supply of 'Betting Shop' on 16/12/2020.

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

1. As Independent Arbitrator I have to make a judgement as to whether the issue under review has been properly dealt with at Stage 2 of the Press Distribution Charter (PDC) complaints process. That usually results in determining whether a wholesaler, distributor or publisher has

failed to meet one or more of the standards set out in the PDC. I am not at liberty to go beyond that.

2. I need to point out that I am unable to pass judgement on SN placing a ban on Mr. V. from attending its Leicester Branch. As I am sure Mr. V. appreciates it is private property and, as such, SN has the right to place restrictions on people setting foot thereon. Trespass is the wrong of illegally entering another parties' property. The act of entering may have been lawful at one point if permission has been given but will subsequently become trespass if that permission ends or is withdrawn.

3. Mr. V. does cite Order and Supply Management as one of his areas of complaint but refers to just one specific example i.e. the late supply of a single issue of 'Betting Shop' on 16/12/2020. Unfortunately, the PDC Complaints Process is intended to address 'serious or persistent' incidents of failure to meet standards and I do not consider that the incident complained of cannot be considered serious or persistent.

4. High levels of customer service and communication are essential to all the partners in the newspaper and magazine supply chain. The smooth working of the supply chain is therefore seriously damaged if courtesy and/or politeness are not present. The position is exasperated when abuse and discourtesy are transformed into aggressiveness inappropriate language. There is clear evidence in this case indicating aggressive and threatening behaviour and, in these circumstances, I think SN was justified in restricting Mr. V.'s full access to SN staff.

5. Mr. V. makes clear in his complaint that RD "has responded in timely manner..." and therefore I do not consider that Standard 9.5 of the PDC has been breached.

6. This is an unfortunate incident and I believe that common courtesy e.g. politeness is perhaps lacking. It is essential for partners in the supply chain to treat each other fairly and understand/appreciate their opinions and views.

Neil Robinson

Signature of Arbitrator: _____

Date: 29th January 2021

Seat of Arbitration: London, England.

Date form returned to PDC Administrator:

29/01/2021

Date Independent Arbitration Decision sent to Wholesaler & Retailer:

01/02/2021