

## Press Distribution Charter Stage 3 - Independent Arbitration Decision

PDC Reference Number:

PDC/236680/05102020

Date First Issued:

05/10/2020

Name of Arbitrator:

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

Date complaint sent to Arbitrator:

12/10/2020 (Further and better particulars requested.)

### Independent Arbitration Decision

In the matter of the Arbitration Act 1996 and in the matter of a dispute between Mr. G. and Smiths News (SN), Unit 3a, Celtic Way, Newport, NP10 8BE. This complaint concerns alleged failure by Smiths News to credit all valid vouchers within 14 days of return as required by Press Distribution Charter (PDC) Standard 7.3.

By undated PDC Stage 2 Complaint Form (23/09/2020 by virtue of SN's response dated 25/09/2020) Mr. G. alleges that on an unspecified date he was not credited with 2 Monday - Friday Guardian vouchers and 3 Monday - Friday Telegraph vouchers. Mr. G. forwarded copies of pictures of the entire number of vouchers that he alleges were forwarded to SN for credit.

By response dated 25/09/2020 SN maintained that Mr. G.'s Voucher Envelope was on VIP check at the voucher handling centre. This meant that all his Voucher Envelopes were checked by two operators. The content was logged and forwarded to SN to inform it of the findings. In this case it was reported that 5 vouchers were missing from the claim. In these circumstances SN denied credit for the 5 vouchers identified as missing. The voucher handling centre reported that there was no damage to the Voucher Envelope.

I requested further and better particulars from SN regarding Mr. G.'s voucher history.

Having carefully considered the evidence before me I adjudicate as follows:

1. At first I was of the opinion that this complaint was out of the three month time limit for PDC Complaints as SN's response to the originating complaint indicated that the voucher discrepancy occurred on 14/05/2020. On studying details of Mr. G.'s voucher return history it became obvious that the Voucher Envelope was checked in August 2020.

2. PDC Standard 7.3 provides that "All valid vouchers returned will be credited within 14 days of return." The critical words here are "all valid vouchers returned", for credit cannot be given if a voucher has not been received by the wholesaler.

3. The issue therefore is whether SN did receive the five vouchers at the centre of the dispute. Mr. G. maintains that they were placed in the Voucher Envelope which was returned to SN and SN maintain that the five vouchers were missing when the undamaged Voucher Envelope was opened and double checked by EAV the voucher handling company.

4. PDC Standard 5.3 clearly provides that "The wholesaler will be responsible for the security of returns parcels after collection from the retailer ....".

5. Mr. G. submits that because he took photos of all vouchers about to be returned it must prove that he put them all into the Voucher Envelope.

6. I am fully aware of the procedures at the voucher handling companies and believe them to be

efficient and accurate.

7. I cannot agree that taking photos of vouchers before they are allegedly placed into the Voucher Envelope is proof that they were actually so placed.

8. Having studied Mr. G.'s voucher return record throughout 2020 I have found that there were discrepancies in the voucher tally on eight occasions and some of these involved multiple incidents. There were seven occasions where the EAV voucher count showed more than the paperwork indicated and six where the count showed less than the paperwork. Unfortunately, errors do sometimes occur.

9. On the balance of probabilities I find in favour of SN. and the complaint fails.

*Neil Robinson*

Signature of Arbitrator: \_\_\_\_\_

Date: 26th October 2020

Seat of Arbitration: London, England.

Date form returned to PDC Administrator:

26/10/2020

Date Independent Arbitration Decision  
sent to Wholesaler & Retailer:

28/10/2020