

Press Distribution Charter

Stage 3 - Independent Arbitration Decision

PDC Reference Number:

PDC/241377/13052019

Date First Issued:

13/05/2019

Name of Arbitrator:

Neil Robinson

Date complaint sent to Arbitrator:

11/07/2019 . (Further and better particulars required)

In the matter of the Arbitration Act 1996 and in the matter of a dispute between Ms. Retailer (Ms. L.), and Smiths News (SN), A1 2 & 3, Kingfisher Way, Sowton Industrial Estate, Exeter, Devon, EX2 7NW. 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, to fulfil retailers' orders where there is sufficient copy to do so in accordance with PDC Standard 4.1 and to deliver supplies in a saleable condition as per PDC Standard 3.3.

By undated PDC Stage 2 Complaint Ms. L. alleges that she has been receiving incorrect/insufficient supplies of newspapers and magazines, late deliveries and newspapers arriving in a poor condition. She maintains that she has complained informally on a regular basis without a response from SN. She maintained that she was losing long term business as a result of the poor service levels.

By letter dated 17/05/2019 SN responded to the complaint by advising Ms. L. that her complaint had been investigated and recognised that, in some instances, the required standards of service had been "dropped". It apologised for the failure to meet PDC standards and advised that the contract holder had been told that he was to monitor Ms. L.'s supply closely. She was advised that, in the event of further shortages, she should contact the Call Centre and ask to be put through to the depot where she was sure to get any supply discrepancies or other issues fulfilled/corrected.

Ms. L. failed to supply any detail to substantiate her Stage 2 Complaint and, accordingly she was asked by letter dated 14/06/2019 to provide further and better details of her claim. Unfortunately, she has failed to do so, and I make my adjudication accordingly.

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

1. Ms. L. has made a Stage 3 PDC Complaint regarding allegations of unspecific service failure by SN. As far as I am concerned that makes it difficult for SN to identify the issues and remedy the problems or pay restitution for the same. Nevertheless, SN did identify several instances where PDC Standards were not met and apologised for the same.
2. The PDC complaints process is designed to resolve serious or persistent breaches of the standards contained in it. Because of the lack of detail in the complaint I am unable to determine whether the incidents of poor service were 'serious or persistent'. However, SN's response to the Stage 2 Complaint would suggest that there is a basis for a PDC Stage 2 and Stage 3 Complaint based on the persistent nature of the problems.

3. For the information of both parties I take this opportunity to set out the restitution payable in cases of late supply and missing/damaged copy as follows:

a) In circumstances where the wholesaler is at fault for the non-delivery of products or under-allocation of product the wholesaler will reimburse the customer for lost margin on the sale of that product.

b) In circumstances where the wholesaler was at fault for late delivery of products and the lateness necessitated the redelivery of HND copy the wholesaler will reimburse the customer 55p per copy redelivered, with a minimum award of £5.50.

4. Ms. L. has not quantified her loss. She should now prepare a schedule of her losses caused by the SN service failures over the period covered by her complaint. Once completed, she must submit the same to SN for settlement. SN must settle the same unless there is a dispute, in which case the issue should be referred back to me for further adjudication.

5. If Ms. L. fails to provide SN with evidence of proven loss within 30 days of the date of this adjudication no restitution need be considered by SN.

6. In its response to Ms. L.'s Stage 2 Complaint SN identified various measures it was going to take by way of Quality Assurance. I trust that such measures were implemented and that her standard of service has improved as a result.

Neil Robinson

Signature of Arbitrator: _____

Date July 12th 2019

Seat of Arbitration: London, England.

Date form returned to PDC Administrator:

12/07/2019

Date Independent Arbitration Decision sent to Wholesaler & Retailer:

15/07/2019