

## Press Distribution Charter

### Step 2 - Independent Arbitration Decision

**PDC Reference Number:**

PDC/245095/03/04/23

**Date First Issued:**

03/04/2023

**Name of Arbitrator:**

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

**Date complaint sent to Arbitrator:**

18/05/2023 - Further and Better Details requested

In the matter of the Arbitration Act 1996 and in the matter of a dispute between Mr. S. and Smiths News (SN) Javelin Park, Black Country New Road, Wednesbury, West Midlands, WS10 7ND. This complaint concerns alleged failure by SN 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 contrary to Press Distribution Charter 3rd Edition (PDC), Standard 2.1.

By On-line Step 1 PDC Complaint dated 03/04/2023 Mr. S. complains that his supply of newspapers and magazines has been late on numerous occasions over recent months. Unfortunately he failed to provide proper detail of his complaint but did give a number of SN complaint reference numbers. Mr. S. was asked to provide further and better particulars of his complaint but failed to do so.

By letter dated 18/04/2023 SN advised Mr. S. that it apologised for the drop in service after investigation had revealed that his RDT of 6.55am had not been achieved daily. It advised that it was trying to get the round driver away earlier. The round had been leaving at 05.00 and after discussion with the contract holder and better publisher inbound delivery it was hoped that the driver could leave at 04.45. SN promised to monitor its performance daily and undertook to refund Mr. S. one week's service charge.

By Step 2 - Arbitration Statement of Case SN advised that Mr. S.'s store had been moved towards the front of the delivery round, discussions with the contractor were underway with a view to hiring a more experienced driver and additional packing support was being put in place in an attempt to meet the 04.45 time for the round leaving the depot. SN did not think it could do more in order to facilitate Mr. S.'s RDT of 06.55. It undertook to process restitution for a 4 week period prior to 02/05/2023 in relation to the service failures.

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

1. SN has admitted to the service failure complained of and has taken steps to improve the situation and to monitor Mr. S.'s delivery daily.
2. SN also agreed to process a restitution claim for the period four weeks prior to the date of Mr. S.'s originating complaint i.e. 03/04/2023.
3. For the avoidance of doubt and for the information of both parties I take this opportunity to set out the restitution payable in cases of late supply and missing 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. Mr. S. may be entitled to restitution for a greater period than that determined by SN. If Mr. S. considers that he suffered service failures that occurred previous to that four week period he should detail the same and submit the claim to SN. SN will consider the claim and, if satisfied, make the appropriate payment.

5. Any dispute on such a claim to be referred back to me for further adjudication.

*Neil Robinson*

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

Date: 23rd May 2023

Seat of Arbitration: London, England.

Date form returned to PDC Administrator:

23/05/2023

Date Independent Arbitration Decision sent to Wholesaler & Retailer:

25/05/2023