

## Press Distribution Charter

### Stage 3 - Independent Arbitration Decision

**PDC Reference Number:**

PDC/247166/26022019

**Date First Issued:**

26/02/2019

**Name of Arbitrator:**

Neil Robinson

**Date complaint sent to Arbitrator:**

20/03/2019

In the matter of the Arbitration Act 1996 and in the matter of a dispute between Miss Retailer and Smiths News (SN), Unit 3, Celtic Way, Celtic Lakes, Newport, NP10 8BE. This complaint concerns alleged failure by Smiths News to:

- a) Supply various items of paperwork contrary to Press Distribution Charter (PDC) Standards 3.3, 5.6, 6.1 and 7.2.
- b) Credit vouchers within 14 days of return contrary to Press Distribution Charter Standard 7.3.

By an undated PDC Stage 2 Complaint Miss Retailer alleges that SN has persistently failed to deliver paperwork to her that is essential to the running of her business. She cites 07/12/2018, 14/12/2018, 06/02/2019, 13/02/2019, 20/02/2019 and 01/03/2019 as examples of the failures that fall within the PDC time limit permitted for her complaint. The service failures caused her to miss the due return date for vouchers which resulted in her inability to obtain credit for the same in the sum of £32.27. Miss Retailer pointed out to SN that a similar Stage 2 Complaint was raised against SN in 2018, but the situation did not improve despite quality assurance checks. Miss Retailer made numerous attempts to present her problem to SN without success. She asked the Call Centre to escalate the call to a manager or for a manager to call her back without success.

SN responded by letters dated 07/03/2019 and 08/03/2019. The first letter apologised for the delay in crediting her returned vouchers in a timely manner and advising Miss Retailer that a credit of £32.27 would appear on her weekly invoice week ending 16/03/2019. The second letter informed Miss Retailer that her paperwork would be placed on a quality assurance check by a Supervisor/Manager and then by the driver before he left the depot. SN believed that the steps taken would ensure that she would receive the correct paperwork at the correct time with her newspapers.

In its Stage 3 – Wholesale Statement of Case SN reiterated the quality assurance measures it had taken to improve Miss Retailer's service levels and indicated that a Customer Liaison Manager had made contact with her. It also agreed to pay restitution of one week's Delivery Service Charge to her.

Having carefully considered the evidence submitted in this case, I adjudicate as follows:

1. The industry understands that the service retailers receive from wholesalers is very important.
2. In order to help ensure that retailers receive good service the PDC sets out the minimum levels of service that a retailer can expect from wholesalers, distributors or publishers thereby helping him/her sell more newspapers and magazines.

3. Miss Retailer's Stage 2 PDC Complaint of poor service levels was not denied by SN. It agreed to put a number of quality assurance checks in place in order to try and correct the issues and agreed to credit her £32.27 for vouchers she thought she had been denied.

4. **SN must adhere to the PDC Standards.** If it fails to do so, Miss Retailer, as the aggrieved retailer, can seek correction of the problem/s or seek restitution for proven loss suffered on the sale of newspapers and magazines.

5. I would hope that SN now has this paperwork issue under control and thus corrected the poor service levels being experienced by Miss Retailer, but if it has not, Miss Retailer is entitled to restitution any proven loss on the sale of newspapers and magazines.

*Neil Robinson*

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

Date: 25th March 2019

Seat of Arbitration: London, England.

Date form returned to PDC Administrator:

25/03/2019

Date Independent Arbitration Decision sent to Wholesaler & Retailer:

26/03/2019