

Press Distribution Charter

Step 2 - Independent Arbitration Decision

PDC Reference Number:

PDC/126054/050424

Date First Issued:

05/04/2024

Name of Arbitrator:

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

Date complaint sent to Arbitrator:

13/06/2024

In the matter of the Arbitration Act 1996 and in the matter of a dispute between Mr. S. & Menzies Distribution Limited (MD), Telford Way, Junction 41, Wakefield, WF2 0XW. This complaint concerns alleged failure by MD 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, failure to deliver product in a saleable condition and failures in invoicing, customer service, communications, additional services and voucher processing all contrary to its 'Customer Service Pledge', Fourth Edition,

By Press Distribution Charter (PDC) Step 1 Complaint dated 05/04/2024 Mr. S. alleges that the following relate to his complaint " Deliveries - timeliness, Deliveries - quality, Invoicing, Customer service / communication, Added value services, Vouchers / voucher processing". He describes his complaint as "we have had ongoing issues with our delivery schedule for over 8 months now and have lost over 15 percent of voucher prepaid home news delivery customers in this period."

By letter to Mr. S. dated 30/05/2024 I pointed out that his Step 1 Complaint lacked sufficient information for MD or myself to make any form of judgement in respect of the allegations. I requested further and better details as follows:

1. In relation to delivery (lateness) - issues dates, titles, quantities, your RDT and actual delivery times. Plus a summary of the amount claimed.
2. Delivery (quality) - dates, titles, quantities, cover price, unsaleable quantity, reason for unsaleability and summary of amount claimed.
3. Invoicing - Invoice date and number, exact details of the error relevant correspondence between you and the wholesaler.
4. Voucher Processing - details of any failure to credit vouchers on next possible invoice/credit note including date returned value and credit given.

Mr. S. was given seven days to submit the details requested. Unfortunately he failed to respond within the required time.

By letter dated 05/04/2024 MD formally acknowledged the Step 1 Complaint stating that the matter would be investigated and responded to within 28 days. I have no documents before me that would indicate that the Step 1 Complaint was ever fully responded to.

By Step 2 Wholesaler Statement of Case MD maintain that it had moved Mr. S. up the packing and dispatch schedule and it was its belief was that it had resolved the customers Step 1 Complaint as he was consistently receiving delivery two hours earlier than his RDT of 07.00. MD indicated that it had spoken to Mr. S. who was happy with the changes made.

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

1. In his Step 1 Complaint Mr. S. failed to provide sufficient information for MD to answer the alleged breach of service standards or for me to adjudicate on the Step 2 Arbitration.
2. I formally requested the necessary information that I required from Mr. S. and gave him seven days to supply the same. Within that request I outlined the type of information that was required.
3. The information requested was not provided and therefore I have been forced to adjudicate based on the merits of the case and the evidence available to me which is clearly insufficient. Mr. S. has failed to meet the initial threshold to justify proceeding with the case.
4. I find that the complainant has failed to present a prima facie case and accordingly there is no case to answer.

Neil Robinson

Signature of Arbitrator: _____

Date: 18th June 2024

Seat of Arbitration: London, England.

Date form returned to PDC Administrator:

18/06/2024

Date Independent Arbitration Decision
sent to Wholesaler & Retailer:

20/06/2024