

Press Distribution Charter

Step 2 - Independent Arbitration Decision

PDC Reference Number:

PDC/241567/101024

Date First Issued:

10/10/2024

Name of Arbitrator:

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

Date complaint sent to Arbitrator:

15/11/2024

In the matter of the Arbitration Act 1996 and in the matter of a dispute between Mr. G. and Smiths News (SN), Javelin Park, Black Country New Road, Wednesbury, WS10 7ND. This complaint concerns alleged failure by Smiths News to fulfil his orders contrary to Standard 4.1 of the Press Distribution Charter 3rd Edition (PDC).

By PDC Step 1 Complaint dated 10th October 2024 Mr. G. alleges that on 7th October 2024 and 10th October 2024 SN adjusted down his orders made on 'Snapp on Line'. This left him short for his HND customers and meant no copy was available for display in the shop. On Tuesday 8th October a Times Compact was delivered wet. On those three days he had to purchase Times Compact from a neighbouring newsagent.

By letter dated 22nd October 2024 SN responded to the complaint. It apologised for altering his quantities and advised him that his account had now been marked 'DO NOT TOUCH' in order to ensure that alterations would no longer occur. Restitution of £7.18 had been credited to Mr. G.

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

1. Under the terms of the PDC Complaints Process I have to consider whether a complaint is 'serious or persistent'. In my opinion Mr. G.'s complaint is not serious. In a fast moving supply chain occasionally things will go wrong and whilst irritating or annoying they do not warrant a formal PDC Complaint. However, persistence is defined within the PDC process as the same problem occurs three times in three weeks for Monday to Friday newspapers, or three times in six weeks for Saturday or Sunday newspapers. If the definition is strictly applied in this case I should not proceed any further as Mr. G. complains about short supply in two instances and unsalable goods in the other.

2. Despite shortcomings described in (1) above in the interests of both parties I will adjudicate.

3. PDC Standard 4.1 provides that:

"The wholesaler will fulfil retailers' orders, and honour order amendments, where there is sufficient copy available to do so."

4. This standard does acknowledge that a newspaper publisher may have made changes to the quantity supplied to a wholesaler which effectively forces that wholesaler to adjust supply to its retailers.

5. PDC Standard 4.11 provides that:

"in the event that a retailer's order cannot be met, the retailer will be advised no

later than the date of receipt of their intended supply."

6. Having proper regard to the points raised above I find that Mr. G. does not have cause for a PDC Complaint unless he can demonstrate to me that changes were made to his orders when there was sufficient copy in the supply chain to cater for his order. He has not done so.

7. SN should have advised Mr. G. that his order was not going to be met.

8. Mr. G. has been awarded restitution and measures have been taken by SN to try and ensure that his orders remain intact.

Neil Robinson

Signature of Arbitrator: _____

Date: 19th November 2024

Seat of Arbitration: London, England.

Date form returned to PDC Administrator:

19/11/2024

Date Independent Arbitration Decision
sent to Wholesaler & Retailer:

21/11/2024