

## Press Distribution Charter

### Step 2 - Independent Arbitration Decision

PDC Reference Number:

PDC/213004/150126

Date First Issued:

15/01/2026

Name of Arbitrator:

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

Date complaint sent to Arbitrator:

17/02/2026

In the matter of the Arbitration Act 1996 and in the matter of a dispute between Mr. L. and Smiths News (SN), Unit 3, Hillside Industrial Estate, Redruth, Cornwall, TR16 5AX. This complaint concerns alleged failure by SN to deliver all titles and their appropriate sections, no later than the Retail Delivery Time (RDT) or Scheduled Delivery Time (SDT) for the day of sale contrary to Standard 2.1 of the Press Distribution Charter (PDC).

By Press Distribution Charter Step 1 Complaint dated the 15th of January 2026. Mr L. alleged that SN failed to deliver all titles and their appropriate sections on 05/01/2026 (2 Guardian and 1 Daily Mirror) and 07/01/2026 (1 Daily Telegraph, 1 The Sun and 1 The Times Compact) and did not offer credit in respect of the same. In his complaint Mr. L. refers to: "I am currently owed 4 Guardian, 2 Daily Mirror, 2 Daily Telegraph, 2 The Sun and 2 Times Compact". I assume that the revised figures refer to Mr. L.'s claims that he was debited for the missing titles rather than credit therefore he considers that he has been 'double charged' for titles that he reported as short.

By letter dated 16/01/2026 SN responded to the complaint "your account has been part of a daily QA check for your deliveries for the past few weeks, hence the reason your claims were rejected". It went on to advise Mr. L. that the QA checks were now being upgraded to a 2-stage verification process which involves a check by the driver and then a recheck by the Deputy Manager before leaving the depot. SN then admits that the 2-stage verification was not in place on 05/01/2026 or 07/01/2026 and accordingly all outstanding claims and recharges have now been credited as a 'goodwill payment'. Finally, SN advised that any further claims will be rejected by the depot.

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

1. The PDC complaints process clearly lays down that any complaint is serious or persistent.
2. Persistence is defined as the same problem occurring three times in three weeks for Monday – Friday newspapers, or three times in six weeks for Saturday or Sunday newspapers. For magazines it is the same problem occurring three times in six issues of weekly, fortnightly or monthly.
3. Seriousness is determined by the circumstance of each individual case.
4. This complaint certainly does not satisfy the PDC definition of persistent and, in my opinion, cannot be considered as serious in a fast-moving logistic environment. The errors are minor frictions that arise within a newspaper distribution environment. While they are annoying, they are usually overcome through compromise.
5. I do not consider this complaint to be persistent or serious and accordingly I will not make a formal adjudication.

6. I feel it necessary to make some observations:

- a) SN has tried to demonstrate that it operates a structured and documented checking process. However, it has admitted that its 2-stage verification process was not operational on 05/01/2026 or 07/01/2026 and that is why a 'goodwill payment' was made to Mr. L. Its system was not and is not infallible and the orders may not have been prepared in accordance with standard practices. I accept that a 'goodwill payment' is not an admission failure in service delivery.
- b) In principle the retailer is responsible for checking the delivery at the point of receipt however it is not realistic to perform a manual count on receipt. The industry recognises this and only requires that a retailer checks the bundle integrity, the correct number of bundles and the delivery note matches the expected titles. Mr. L. does not do home delivery and his volumes are therefore quite low. He maintains that he undertakes a numerical count every day and for that reason his verification process should be considered more robust than that of a Home News Delivery newsagent
- c) No matter how robust SN considers its 2-stage verification process it cannot deny Mr. L. a right to complain about shortages and to raise the alleged service failure as a PDC Complaint.

*Neil Robinson*

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

Date: 17<sup>th</sup> February 2026

Seat of Arbitration: London, England.

Date form returned to PDC Administrator:

17/02/2026

Date Independent Arbitration Decision sent to Wholesaler & Retailer:

19/02/2026