

Press Distribution Charter

Step 2 - Independent Arbitration Decision

PDC Reference Number:

PDC/215858/260226

Date First Issued:

26/02/2026

Name of Arbitrator:

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

Date complaint sent to Arbitrator:

22/05/2026

In the matter of the Arbitration Act 1996 and in the matter of a dispute between Mr. K. and Smiths News (SN), Javelin Park, Black Country New Road, Wednesbury, West Midlands, WS10 7ND. This complaint concerns alleged persistent failure by SN to deliver all titles to him no later than the Retail Delivery Time (RDT) or Scheduled Delivery Time (SDT) contrary to Standard 2.1 and 4.1 of the Press Distribution Charter (PDC). Mr. K. also claims various documentation issues contrary to Section 3 of the PDC.

By Press Distribution Charter Step 1 Complaint dated 26/02/2026 Mr. K. claims that SN were missing titles on 13/02/2026, 16/02/2026, 17/02/2026, 19/02/2026, 23/02/2026 and 25/02/2026. He alleges documentation failures on 19/02/2026, 20/02/2026, 22/02/2026 and 25/02/2026. Mr. K. seeks restitution comprising the direct costs of replacement titles purchased at retail from local retailers, fuel expenses, full credit for missing and delayed titles and a gesture of goodwill to acknowledge his distress. He also refers to further service failures that occurred after his PDC Step 1 Complaint.

By letter dated 11/03/2026 SN acknowledged service failures from 13/02/2026 onwards and apologised for the same. It confirmed that Mr. K.'s store had been added to the QA checklist ensuring that his deliveries would be checked by a team leader before leaving the depot and extra support for his driver thereby ensuring a good standard of service. SN informed Mr. K. that it had printer issues which had caused documentation issues but that the problem had now been rectified and paperwork should be received each day. SN advised that restitution of £31.81 would be credited to him together with a £30 as a goodwill gesture.

After careful consideration I adjudicate as follows:

- 1) As Independent Arbitrator I have to make a judgement as to whether the issue under review has been properly dealt with at Step 1 of the Press Distribution Charter (PDC) complaints process. In this case the Step 1 Complaint was dated 26/02/2026 and the Step 1 decision was delivered by letter dated 11/03/2026. SN admitted service failures and paid restitution.
- 2) Subsequent to 26/02/2026 Mr. K. continued to be subjected to further instances of service failures largely concerning missing titles but included issues relating to the weight of bundles delivered. The problems with missing titles would seem to continue and SN is awarding restitution in respect of these service failures.
- 3) Unfortunately, Mr. K.'s expectations of restitution exceed reality. There is an industry agreed restitution agreement on this as follows:

“Restitution

A fixed financial payment awarded to reimburse retailers for the proven loss on the sale of newspapers and magazines resulting from late delivery or under allocation of product.

The amount of restitution in the case of proven loss in respect of any one shop for any one claim shall not exceed £60. The total amount in respect of any one occurrence shall not exceed £6,000.

Restitution under the Press Distribution Charter can only be awarded for proven loss on the sale of newspapers and magazines. It does not cover any other items sold by the retailer.

Wholesale restitution

In circumstances where the wholesaler was at fault for non-delivery of products or under-allocation of products the wholesaler will reimburse the customer for lost margin on the sale of that product.

In circumstances where the wholesaler was at fault for late delivery of products and that lateness necessitated the redelivery of HND copy the wholesaler will reimburse the customer 55p per copy redelivered, with a minimum award of £5.50.

Newspaper & Magazine Publisher /Distributor

In circumstances where the publisher/distributor was at fault for late delivery of products and that lateness necessitated the redelivery of HND copy the publisher/distributor will reimburse the customer 43p per copy plus retail margin capped at £60.00, with a minimum award of £5.50.”

4) Provided SN paid restitution as outlined above Mr. K. cannot claim any further payment relating to the instances of service failure in his Step 1 Complaint dated 26.02.2026. Both parties to this complaint should now review the restitution payments and SN must award any payment that is outstanding.

5) SN is obviously failing to provide delivery without service failures and should award restitution as detailed above as necessary.

6) I note from the Wholesaler Statement of Case SN is implementing further checks on Mr. K.'s delivery and support for the contractors. Furthermore, a goodwill payment has been awarded of one week's service charge.

7) I sincerely hope that SN can improve its efficiency and enable Mr. K. to enjoy the service levels he is entitled to. If this does not happen Mr. K. is of course able to make a further Step 1 Complaint.

Neil Robinson

Signature of Arbitrator: _____

Date: 1st June 2026

Seat of Arbitration: London, England.

Date form returned to PDC Administrator:

01/06/2026

Date Independent Arbitration Decision sent to Wholesaler & Retailer:

11/06/2026