

Press Distribution Charter

Step 2 - Independent Arbitration Decision

PDC Reference Number:

PDC/227956/270426

Date First Issued:

27.04.2026

Name of Arbitrator:

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

Date complaint sent to Arbitrator:

18/06/2026

Independent Arbitration Decision

In the matter of the Arbitration Act 1996 and in the matter of a dispute between Mr. M. and Smiths News (SN), Unit A, Jenna Way, Interchange Park, Newport Pagnell, MK16 9QJ. 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 of the Press Distribution Charter (PDC). Mr. M. also claims that SN has had his Retail Delivery Time without his agreement contrary to Standard 2.2 of the PDC.

By PDC Step 1 Complaint dated 27/04/2026 Mr. M. alleges that on 01/04/2026 SN unilaterally changed his RDT of 05.45 to an SDT of 06.15. He also maintains that the change puts him at a competitive disadvantage causing him financial loss and inability to get his rounds out on time. His complaint refers to persistent delivery lateness. By separate communication dated 03/06/2026 he cites that SN delivered late 13 times in the period 29/04/2026 – 03/06/2026.

By letter dated 06/05/2026 SN responded advising that “that in order to ensure a more consistent, reliable, and sustainable service, a decision was made to transition from a fixed RDT at 5.45am to a Scheduled Delivery Time (SDT) of 06:15. This approach allows for a more accurate representation of delivery expectations, while also enabling us to better manage factors outside of our direct control, including fluctuations in publisher arrival times, trunking delays, and wider network constraints. With the introduction of the revised SDT, the depot and transport teams will continue to work proactively with the delivery contractor and remain committed to achieving delivery performance ahead of the revised SDT wherever operationally possible. Closer to RDT.” It went on “Please be advised that the RDT time has not been changed, the SDT sits alongside to allow for delays that are out of our control”. There was no comment on allegations of lateness.

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

1. The RDT is a time by which it is agreed that the retailer has a commercial need for the copies and which is considered by the wholesaler to be operationally feasible. The retailer's commercial need is based on a number of factors including: shop opening time, Home News Delivery rounds, manual or computerised systems for marking up, casual sales patterns e.g. local shift changes, rounds preparation, weekend versus weekday patterns and delivery times.
2. I have to mention here that it appears that Mr. M. is breaking the law. The employment of children of compulsory school age is strictly controlled and such a person cannot start work until 07.00. SN would be free to use this fact, if established, in considering the retailer's commercial need.

3. Once the commercial needs of the retailer have been established it is for the wholesaler to look at its commercial needs, logistics and the current arrival times at the wholesale house. This will determine whether it is operationally feasible to match the retailer's commercial need.
4. If the wholesaler is unable to agree an RDT with a retailer then the wholesaler will suggest a Scheduled Delivery Time (SDT) i.e. a time by which the wholesaler is able to deliver to the retailer.
5. The RDT and SDT are binding until such time as either party experiences special circumstances which cause a need for a review. That review requires the parties to adopt the process outlined above.
6. The PDC does not permit a wholesaler to unilaterally change an RDT and it certainly does not allow the wholesaler to operate a system whereby the retailer has an RDT and an SDT.
7. I find in favour of Mr. M. and direct that he prepares a comprehensive schedule of lateness he has claimed together with the restitution sort and submit the same to SN. SN will consider that schedule and make payment of restitution. Should a dispute arise the matter to be referred back to me for further consideration.
8. For the avoidance of doubt and for the information of both parties I take this opportunity to set out the restitution payable in cases of late supply and missing copy as follows:

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

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

Neil Robinson

Signature of Arbitrator: _____

Date: 26th June 2026

Seat of Arbitration: London, England.

Date form returned to PDC Administrator:

26/06/2026

Date Independent Arbitration Decision
sent to Wholesaler & Retailer:

30/06/2026