

Press Distribution Charter

Step 2 - Independent Arbitration Decision

PDC Reference Number:

PDC/215858/220626

Date First Issued:

22/06/2026

Name of Arbitrator:

Neil Robinson B.A. (Law)

Date complaint sent to Arbitrator:

25/08/2026

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 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 failure to award proper restitution in respect of the late delivery above.

By Press Distribution Charter Step 1 Complaint dated 22/06/2026 Mr. K. claims that on 06/06/2026 SN failed to deliver his allocated supply of 'Daily Telegraph' and that he was forced to obtain copy locally at full retail price costing him £27.00. Mr. K. maintains that SN failed to provide restitution to this amount awarding him just £5.00.

By letter dated 26/06/2026 SN acknowledged the service failure on 06/06/2026 and apologised for the same. SN advised Mr. K. that he had been awarded restitution in line with Press Distribution Charter guidelines:

"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."

SN calculated the amount due as 6 @ 0.833p which equated to £5.00.

Mr. K. made a considerable number of further complaints concerning SN service failure following his PDC Step 1 Complaint dated 22/06/2026.

I have rejected the extra complaints about poor service that were brought up after the official start date. These new points were not part of the original argument and were submitted too late. An arbitration case must have clear boundaries. The complaint is locked in by what was written in the original complaint dated 22/06/2026. If I were to let in new complaints now, it would change the entire case. It would also be unfair to SN because it did not get a proper warning or a chance to answer these points in time within the PDC complaints process. Allowing late information hurts the fairness and speed of the case. Because of this, I am dismissing these late complaints.

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

1. The PDC Complaints Process is not designed to deal with small issues, but to cater for serious or persistent failures. In my opinion this case is not serious enough to warrant escalation to arbitration and strictly based on the Step 1 Complaint has not been persistent.

2. The PDC sets out the minimum service standards a retailer can expect from a wholesaler or publisher and helps to find solutions when things go wrong. It is backed by a complaints process which allows retailers to resolve serious or persistent failures to meet the standards set out in the Charter. In simple terms the complaints process only applies to the alleged failures to meet those service standards. As arbitrator I do not have a remit to consider any other issues or problems.
3. For the benefit of both sides in this dispute I detail the provisions relating to restitution which have been agreed between publishers, wholesalers and retailers.

“Restitution is 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.

In circumstances where the wholesaler was at fault for non-delivery of product 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 product 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“

These are the rules that govern a restitution award for proven loss resulting from late delivery or under allocation. I leave it to the parties to consider whether the correct award was given in the circumstances of this case.

Neil Robinson

Signature of Arbitrator: _____

Date: 28th August 2026

Seat of Arbitration: London, England.

Date form returned to PDC Administrator:

28/08/2026

Date Independent Arbitration Decision
sent to Wholesaler & Retailer:

29/08/2026