

The Press Distribution Charter

The Press Distribution Charter has been developed by wholesalers, distributors, publishers and retailers, and is our promise of good service to you. It sets out the minimum service standards you can expect and helps you to find solutions if things go wrong.

This, the third edition of the Charter, is the result of a review conducted by the Press Distribution Review Panel (**PDRP**) and Press Distribution Forum (**PDF**) under an independent Chairman who listened to the views of retailers.

Full information may be accessed via,

Our website at www.pressdistributionforum.com

or e-mail the PDF on enquiries@pressdistributionforum.com

or contact the PDF Administrator on 0843 289 3967

What you can expect from the Charter

The Press Distribution Charter is intended to ensure you receive a good service, helping you to sell more newspapers and magazines. The sorts of things you can expect to be backed by the Charter include.

- ❖ Clear Terms and Conditions from your wholesaler which meet the minimum standards of the Charter.
- ❖ Deliveries of newspapers and magazines on time and in a saleable condition.
- ❖ Availability of and access to clear documentation so you know what you have received.
- ❖ Access to useful information to help you manage your supplies.
- ❖ Unsolds collected and credited promptly and accurately.
- ❖ An effective system for processing and crediting vouchers
- ❖ A detailed invoice from which you can understand all charges and credits relating to your business.
- ❖ The opportunity to ask your wholesaler questions and receive answers about your bill or the service you receive.
- ❖ A complaints process which deals with your issues fairly and promptly.
- ❖ Support from your wholesaler on sub- retailing.
- ❖ Transparency of performance against key measures of delivery and customer service.

Complaints

We understand how important our service to you is and, on those occasions when things are not right, we aim to correct or resolve the problem. The Charter sets out the minimum standards you can expect from wholesalers and publishers and helps you find solutions when things go wrong. It is backed by a fair, fast and reliable complaints process, which is provided free of charge. If you have first raised a complaint with your wholesaler about the service you received and it remains unresolved to your satisfaction, and **the complaint is serious or persistent**, you can raise a formal complaint with your wholesaler or the publisher. Information

on how to register your formal complaint is detailed in the complaint resolution process section below.

The Complaints Resolution Process

We understand how important good service is to you is and occasionally when things are not quite right that you will want to resolve this. We aim to correct or resolve the problem and prevent any repeat. The Charter sets out the minimum standards you can expect from wholesalers and publishers and we have a process in place to support you when things go wrong.

If you have first raised a concern that the minimum standards are not being achieved and it remains unresolved to your satisfaction, or the complaint is serious or persistent, then you can formally complain and be assured that a fair, fast and reliable complaints process will take place.

Stage 1 - Make A Complaint

To make a formal complaint, you will need to complete a customer complaint form.

To do this you should contact the company you believe is responsible for the serious or persistent service failure.

In the case of complaints about newspapers, wholesalers will provide the contact details for the individual publisher.

In the case of complaints about magazines which cannot be resolved by your wholesaler, contact should be made with the Professional Publishers Association (PPA) who will then contact the relevant publisher.

David Bostock

PPA Offices

White Collar Factory,

1 Old Street Yard

London

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It is up to you to match your complaint with a Charter standard, and where appropriate, provide evidence that may support your complaint.

The Company responsible will acknowledge the complaint and provide you with details of their complaint handling procedures. Company procedures will also be available on the Press Distribution Forum website www.pressdistributionforum.com.

Customer complaint forms for all organisations, including Menzies Distribution, News UK DTR, SmithsNews and PPA, may be downloaded from the charter website

<https://www.pressdistributioncharter.co.uk/make-a-complaint#complaint-forms>

This process is free of charge and your Wholesaler is obliged to formally investigate your complaint and reply to you within 28 days.

Stage 2 – Request Arbitration

If after 28 days the matter has not been resolved, or you are dissatisfied with the outcome of stage 1 the PDF Administrator can support you further, including passing your complaint to an independent arbitrator for a final adjudication.

Further detail on the complaints process is available on our Charter website <https://www.pressdistributioncharter.co.uk/make-a-complaint>

or contact the PDF Administrator below.

Contact Details for Press Distribution Forum

E-mail: enquiries@pressdistributionforum.com

Telephone: 0843 289 3967

Post: Press Distribution Forum Ltd

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Charter Standards

1 Terms and Conditions of Business

- 1.1 The wholesaler will issue its own Terms and Conditions of Business.
- 1.2 Any changes to the wholesaler's Terms and Conditions of Business will be communicated to retail customers in writing, giving not less than six weeks' notice.
- 1.3 The standards of the Press Distribution Charter will be incorporated by each wholesaler into its Terms and Conditions of Business.
- 1.4 All information and data belonging to a retailer will be handled in accordance with the Data Protection Act

2 Delivery Timeliness

Every retailer should receive on time delivery of newspapers and magazines, for the day of sale.

- 2.1 The wholesaler will deliver all titles and their appropriate sections, no later than the Retailer Delivery Time (RDT), or Scheduled Delivery Time (SDT), for the day of sale.
- 2.2 RDTs will only be amended with the prior agreement of the retailer.

- 2.3 If a wholesaler changes an SDT, he must notify the retailer at least 14 days in advance.
- 2.4 Retailers will be given access to their own information regarding their delivery times held by their wholesaler for the previous 6 months.
- 2.5 Wholesalers will have plans for minimising overall sales losses in the event of late running.

Footnote

- (1) The Retail Delivery Time (RDT) is the time agreed by the wholesaler and retailer as the latest time by which it is operationally feasible for the retailer to receive his newspaper delivery.
- (2) A Schedule Delivery Time (SDT) is given to a retailer where an RDT could not be agreed. The SDT is the time by which the wholesaler can deliver to the retailer, based on current arrival times to the wholesale house.

3 Delivery Quality

Every retailer should receive their delivery of newspapers and magazines, in a saleable condition, with clear delivery documentation.

- 3.1 On each day titles are published the wholesaler will supply newspapers and/or magazines to the retailer's invoice address, or other mutually agreed address.
- 3.2 Wholesalers will record the number of parcels and time of delivery to produce traceable delivery information in the event of a delivery dispute.
- 3.3 Supplies will be delivered in a saleable condition with details of title and quantity on the delivery note.
- 3.4 Retailers should report shortages of newspapers to their wholesaler within 2 hours of delivery or shop opening.
- 3.5 Retailers should report shortages of magazines to their wholesalers by 3.00pm on the day of delivery.
- 3.6 The wholesaler will clearly identify on its documentation all supplements and inserts notified by the publisher, together with handling allowances, where appropriate.
- 3.7 When the wholesaler is short supplied, any necessary reduction in a retailer's supplies will be made to reflect the retailer's net sale.
- 3.8 Unsaleable and short supplied copies will be offered for replacement when available in the supply chain. If this is not possible, then credit will be passed on the next possible invoice/credit notice. In the event a delivery discrepancy is not accepted, the retailer will be advised within 48 hours.
- 3.9 All returns, including firm sale titles resulting from an initial shortage of supply and subsequent replenishment will be on full sale or return.
- 3.10 All claims will be given a unique reference number.
- 3.11 When any newspaper or magazine title has not been published this information is available for each retailer in a concise manner no later than the normal delivery time.

- 3.12 Delivery and returns parcels will be securely bound and not exceed 18kg, or the regulatory limits set by the Health and Safety Executive.
- 3.13 Supplies will be placed in a security box or secure area where available and the box or area re-secured after delivery provided hazards to delivery staff are avoided.
- 3.14 Wholesalers will be responsible for the cost of replacement keys for security boxes or secure areas if lost or damaged whilst within their control.
- 3.15 Where it is not possible for a retailer to provide secure delivery facilities, either for pre-runs or the main delivery, the wholesaler and retailer will work together to agree a mutually acceptable solution.

4 Order and Supply Management

All retailers will be provided with information and a range of options to help manage their supplies to increase sales and reduce inefficiencies.

a) Confirmation of Supply

- 4.1 The wholesaler will fulfil retailers' orders, and honour order amendments, where there is sufficient copy available to do so.
- 4.2 Where retailers inform wholesalers of the range they intend to stock, the range will not be exceeded without prior agreement.
- 4.3 On request the wholesaler will advise the retailer of all changes to the standing orders resulting from the copy management process.
- 4.4 Wholesalers will not send more copies/titles than the retailer has requested or agreed to **accept** via the pre-notification process, unless in exceptional circumstances, such as, where additional supplies are required to meet expected public demand.
- 4.5 A retailer can manage their newspaper supplies provided this is within publisher unsold guidelines. In such cases the publisher will authorise the wholesaler to include the retailer's requests as part of their allocation system / process, for that publisher's titles. If a retailer fails to meet the unsold guidelines the facility will be withdrawn.
- 4.6 When a retailer revises or de-lists a title, the request will be honoured immediately for the next available issue. To re-list the title, the retailer must notify the wholesaler.
- 4.7 Firm sale titles will only be supplied based on the retailer's requested order requirements.
- 4.8 If a retailer's sales are temporarily affected these issues will not be taken into consideration in the wholesaler's allocation systems. The retailer is required to notify the wholesaler which issues have been affected.

b) Communication

The wholesaler will offer the retailer a list of options to assist managing their supplies, as part of the pre-notification process.

- 4.9 Wholesalers will not supply retailers with any product, not currently stocked, without making available a pre-notification advice, a minimum of 48 hours in advance of the intended date of supply. Retailers can reject or amend the suggested supplies.
- 4.10 Retailers can opt-out from stocking chargeable non-news items.
- 4.11 In the event that a retailer's requested order cannot be met, the retailer will be advised no later than the date of receipt of their intended supply.
- 4.12 Where there is a change to the sale or return status of a title, retailers will be given a minimum of 48 hours' notice to enable them to amend their orders.
- 4.13 Retailers will on request see, details of their performance in terms of sales, supply and availability. Information will also be available to benchmark their performance against a comparative retail set within the specific wholesale house.

c) Replenishment

Wholesalers will continually promote the benefits of Sales Based Replenishment to all retailers to encourage uptake.

- 4.14 The wholesalers will provide a Sales Based Replenishment (SBR) process to qualifying retailers, who provide accurate and timely electronic point of sale (EPOS) information.
- 4.15 Retailers can order extra supplies of titles through their customer service platforms.
- 4.16 Retailer requests for customer back copies of part-works will, where copies are available, be supplied within 14 days. If the customer no longer requires a back copy after this period, then the copy will be credited.
- 4.17 Wholesalers will invite retailers to submit their newspaper supply requirements in advance of Bank Holiday weekends. Retail adjustments will be notified to the respective publisher to enable those specific requirements to be met. Publishers will endeavour to meet such requests.
- 4.18 Publishers will ensure that key promotional messages are communicated effectively to retailers to maximise sales.

5 Returns Management

Unsold newspapers and magazines will be collected from retailers and credited promptly and accurately.

- 5.1 UK mainland locations will be offered a minimum of four magazine returns collections per week, excluding Christmas and Bank Holiday weeks.
- 5.2 Where made available by the retailer, UK national newspaper returns will be collected daily. In the case of remote locations, e.g., offshore islands, a less frequent collection service will be agreed between retailers and wholesalers.
- 5.3 The wholesaler will be responsible for the security of returns parcels after collection from the retailer, provided that returns parcels are securely tied and clearly identified.

The number of parcels on the recall note must correspond with the number of parcels collected and logged by the wholesaler.

- 5.4 Where a sale or return title is returned late, the wholesaler will credit the title provided it is prior to the wholesaler's final returns claim to the publisher.
- 5.5 Retailers will be given at least two weeks' notice of any proposed changes to existing returns collection arrangements. Retailers will be consulted as to the new arrangements.
- 5.6 The wholesaler will provide or make available to the retailer documentation which clearly identifies the titles due for return at least 24 hours in advance of collection.
- 5.7 The returns information will identify each title by name and issue. All specific product descriptions will be consistent throughout the life cycle of the product and within the documentation supplied to retailers.
- 5.8 The returns documentation information will identify each title's cover price and the maximum quantity eligible for credit.
- 5.9 Wholesalers will process all returns collected from retailers for credit on the next available invoice, normally for the same week as collection.
- 5.10 The retailer will be notified of any returns which are disallowed for credit and the reason why they are ineligible.

6 Invoicing

Retailers can expect to receive a detailed invoice on a daily or weekly basis, showing supplies, credits and any additional charges. Wholesalers will have a clear process to record and swiftly answer queries. Claims and over/under charges will be clearly marked on the subsequent invoice.

- 6.1 The wholesaler will supply a clear and accurate daily or weekly invoice/credit note detailing all charges and credits to the invoice address specified by the retailer.
- 6.2 Insertion or handling payments will be clearly identified along with the title and issue date to which they refer.
- 6.3 In the event of more than one cover price applying to the same newspaper in a single week (Saturday issues for example), that issue will be separated, and the relevant unit price shown.
- 6.4 Any disputes relating to invoice queries will be resolved by the wholesaler and corrected on the next possible invoice/ credit note.
- 6.5 When wholesaler errors are detected, corrections will be actioned on the next possible summary invoice/credit note and a record will be kept of such occurrences.
- 6.6 Charging/credit/system errors identified by the retailer will be credited by the wholesaler on the first practicable invoice within 14 days of notification by the retailer where such error is confirmed.
- 6.7 Where it is necessary to correct an invoice or apply credit to a retailer's account that is more than four weeks old, the wholesaler will supply full supporting details 14 days in advance of the amendment being made.
- 6.8 The wholesaler will provide retailers who have registered Home News Delivery sales, with publisher guidelines on third-party insert payments.

- 6.9 In order to continue to receive third-party insert payments, retailers will be required to register and periodically update their HND sales, by title, following notification from either their publisher or wholesaler.

7 Voucher Processing

Publishers and wholesalers will provide an easily administered system for the redemption of vouchers, allowing for swift confirmation, crediting and resolution of any queries. Retailers should receive credit no more than 14 days after submitting voucher claims, minimising the impact on cash flow. All voucher credits and rejections will be clearly detailed on the invoice.

- 7.1 The wholesaler will receive/ collect and credit vouchers on a weekly basis.
- 7.2 The wholesaler will send the retailer a Voucher Recall Note to be returned to the wholesaler or designated voucher handling agency.
- 7.3 All valid vouchers returned will be credited within 14 days of return.
- 7.4 Voucher Recall Notes will provide a facility to manually insert vouchers for return which are not pre-printed on the recall note.
- 7.5 The return date for vouchers will not be less than 28 days from the final cut-off date to customers for redemption.
- 7.6 All genuine voucher redemptions will be credited by the wholesaler. Wholesalers reserve the right to reclaim monies for vouchers found to be inaccurately redeemed.
- 7.7 Retailers who want to return vouchers for redemption using Royal Mail are advised to use Recorded Delivery as proof of receipt.

8 Sub-retailing

Wholesalers will provide guidelines and support to retailers to enable them to sub- retail to and from other businesses.

- 8.1 Retailers interested in sub-retailing arrangements can contact their wholesaler to obtain guidelines on sub-retailing.
- 8.2 Retailers operating sub-retailing will need to work within the existing processes and timescales including supply management within publisher's efficiency guidelines.

9 Customer Service and Communication

Maintaining a high level of customer service is important to all partners within the industry. PDF members commit to delivering such levels of service to their customers throughout the supply chain.

- 9.1 Wholesalers will make available to retailers, details of individual warehouse operating times and contact details of the relevant customer service department.
- 9.2 The wholesaler will make available detailed information regarding any changes to trading hours, e.g., Bank Holidays.
- 9.3 The wholesaler will pass on notices to retailers as agreed with the publishers.
- 9.4 Wholesalers will provide an 'after hours' service to include, but not be limited to, email and / or web-based services where messages may be left.

- 9.5 Email correspondence to wholesalers will be acknowledged within a maximum of two working days of receipt. Postal correspondence will be acknowledged within a maximum of five working days of receipt.
- 9.6 The wholesaler will provide the facility for retailers to review and amend their orders online. Upon request the wholesaler will produce a detailed print-out of any retailers' orders within 24 hours
- 9.7 Upon request the wholesaler will produce a detailed print-out of the retailers best-selling titles. Such reasonable requests will be free of charge.
- 9.8 The wholesaler will have the facility to hold development meetings with retailers.
- 9.9 The wholesaler will advise retailers of forthcoming publishing events as and when they are notified by publishers.
- 9.10 Wholesalers will publish monthly, (via the PDF website, www.pressdistributionforum.com), complaints data from Menzies Distribution, Smiths News and News UK DTR. Performance metrics within the reports indicate how well each house is managing any complaints.

10 Carriage Charges

Retailers can expect to receive a clear explanation of their charges, showing how they have been calculated and how this may vary with the volume or value of supplies sold.

- 10.1 There will be sufficient information to allow retailers to check and if necessary, query the level of charge.
- 10.2 Carriage charges will be clearly identified on the invoice.
- 10.3 Any change to the level of carriage charges or method of calculation will be notified in advance in line with wholesaler's terms and conditions.

Footnote:

Carriage Service Charge - These standards are included to highlight the minimum that a retailer can expect from their wholesaler; however, such charges are commercial issues and owing to competition law are not included within the Charter.

11 Force Majeure

No party to this Charter shall be liable for delay or failure to perform its obligations under the Charter so far as this is attributable to any act beyond the reasonable control of any party, including but not limited to Act of God, act or regulation or any governmental or supra-national authority, war or national emergency, accident, fire, riot, epidemic, strikes or industrial disputes provided that such party has taken all reasonable steps to minimise any such delay or failure.

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