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Magazine Publisher/ Wholesaler Standards Agreement

ANMW

Association
of Newspaper
and Magazine
Wholesalers

ANR

Association
of News
Retailing

BRC

British Retail
Consortium

NFRN

National
Federation
of Retail
Newsagents

NPA

Newspaper
Publishers
Association

PPA

Periodical
Publishers
Association

Introduction

This Standards Agreement, which takes effect from February 2005, details the revised standards of service that magazine publishers and distributors will provide to wholesalers. It has the full agreement of all the industry associations represented on the Joint Industry Group (JIG).

The objective of this initiative is to provide the best possible service from magazine publishers/distributors to wholesalers that will in turn enable wholesalers to provide their retail customers with improved service standards. These are detailed in the Industry Standard Service Agreement (ISSA), an industry agreement first published in 1996.

All JIG members and the companies which they represent are fully committed to further improving the service given to wholesalers to the ultimate benefit of retailers and consumers.

This Standards Agreement will continue to be reviewed not less than annually by the JIG Industry Service Standard Group, and updated subject to industry agreement.

The content of this Agreement details the service which magazine publishers and distributors will provide, while recognising that due to the diverse nature of the UK publishing industry, it may not always be possible for all publishers/distributors to achieve full compliance.

Where a publisher/distributor has in place a legally binding contract with a wholesaler, the terms and clauses of that contract will take precedence over this Standards Agreement. Future contracts will embrace the principles of these minimum standards.



Delivery

- 1a The publisher/distributor will deliver magazines to the wholesaler's invoice address, or other mutually agreed address.
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- 1b Titles, unless agreed with the wholesaler as time sensitive, will be delivered no later than 24 hours prior to the day of sale.
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- 1c Each publisher/ distributor will agree a scheduled delivery window for all consignments (including time sensitive titles) at every wholesale location/collection point.
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- 1d If a publisher/ distributor is unable to meet the scheduled delivery window agreed, the publisher/ carrier will ensure that the wholesaler is advised electronically or by phone to a named contact agreed with the wholesaler of a revised ETA once established.
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- 1e Scheduled delivery times will not be amended without prior agreement between both parties.
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- 1f Time sensitive titles will be packed separately from non-time sensitive and clearly identified on both product and delivery document.
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- 1g The magazines will be delivered in a saleable condition.
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- 1h Supplies will be delivered by pallet or other mutually agreed format, and the pallets and bundles must comply with health and safety guidelines as follows;
Pallets must not;
- Be broken or obviously damaged
 - Be stacked to above 1.8m in height
 - Exceed 1 tonne in gross weight
- The load must be suitably secured (e.g. shrink wrapped or mutually agreed manner), and be clearly identified.
Bundles must not;
- Exceed 17 kg in weight
 - Have sharp protrusions
 - Contain aerosols
- Bundles and boxes must be securely strapped using a minimum of two straps of no less than 7mm in width set 90° to each other, and on the exterior of the bundle, ie: outside any shrink-wrapping.
Bundles must have consistent total copies and turn sizes, with all turns the same within a bundle.
-
- 1i Product variants, destination-specific and bulk sale consignments will be clearly identified on the paperwork or electronic advice separately from other product.
-
- 1j The publisher/distributor will provide for each title on the delivery documentation that will include Title, Name, Number of Bundles, Bundle Size, Total Supply, Issue, Date/ Number, and On Sale Date.

Delivery

- 1k Non-published or late titles will be notified to the wholesaler.
-
- 1l If there is a print run shortfall, an explanation will be provided by the publisher/distributor and, where possible, shortages will be balanced across all wholesalers.
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- 1m Planned split deliveries will be pre advised 72 hours before on sale date or 24 hours before delivery date.
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- 1n Unsaleable and short supplied copies will be offered for immediate replacement, or credit will be passed on the next possible invoice/credit note.
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- 1o Short supplied copy will be credited subject to publisher/distributor claims procedures.
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- 1p Where a publication which is traditionally firm sale is delivered later than 48 hours after the on sale date (full or part supply), credit will be allowed for those unsold copies resulting directly from that lateness.
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- 1q All shortage claims will be given a unique reference number.
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- 1r Publishers/distributors will give 48 hours notice of significant change in the weight or size of a publication or any associated product, which will affect the handling/distribution arrangements.
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- 1s The cover of a publication will carry an accurate 15 digit bar code, issue date or issue reference and clear cover price. The physical title name will be consistent with the pre advised name on the Issue Calendar and on the National Title File.
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- 1t The barcode must be presented on the outside cover, be visible, scannable and conform to the PPA Best Practice Guidelines for Barcoding and Issue Numbering of Magazines. (See Appendix 1)
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- 1u Wholesalers will advise of differences between publisher delivery documentation and actual quantities delivered.
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- 1v Where there is a surplus delivered into wholesalers, the wholesaler will notify the publisher/distributor and the publishers/distributors will either collect the surplus or charge copies to that wholesaler, whichever is agreed.



Order and Supply Management

- 2a The publisher/distributor will fulfill wholesalers' orders, providing they are in line with individual publishers' sales predictions and unsolds guidelines.
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- 2b The publisher/distributor will notify wholesalers of final quantities of all magazine launches and promotional allocations at least 5 working days in advance of the on sale date.
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- 2c Wholesalers can make amendments to the proposed supply quantities of all magazine launches and promotional allocations to amounts agreed with the publisher/distributor to fulfill specific and justified retail orders to optimise a particular sales opportunity. The publisher/distributor will give a minimum of 96 hours notice of any supply changes in order to enable wholesalers to carry out the 48 hour rule, except in the cases where highly time sensitive publications carry highly topical news as a basis of their editorial proposition.
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- 2d Firm sale titles will be supplied based on the wholesaler's order.
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- 2e Publishers to provide notice of titles moving status between SOR and firm sale 15 days in advance of publisher's final revision date.
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- 2f Wholesalers may on request see details of their information held on the publisher's supply management and order processing systems.
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- 2g If a wholesaler's sale is temporarily affected, these issues will not be taken into consideration in the publisher's allocation system.
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- 2h The publisher/ distributor will not supply any unsolicited non-news product.
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- 2i Publishing calendars will be provided electronically, or manually by prior arrangement, on an agreed frequency to all contracted or designated wholesalers and for information to the National Title File. The publishing calendar will include:
- Title
 - Frequency
 - EAN 15 digit
 - Cover issue
 - On sale date
 - Off sale date
 - Price
 - VAT element
 - SOR status
 - Last credit claim date
 - Full copy or affidavit claim

The publisher/distributor will confirm each title, EAN and on sale date 15 days prior to the day of sale. Titles on issue calendars must correspond with the title on the masthead of the publication.

Order and Supply Management

- 2j When there is a change to issue details, the publisher/distributor's issue file will reflect these changes on a minimum weekly basis, and these revisions will be noted and employed by the wholesaler.
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- 2k Where the recall date is extended more than once an opportunity for the wholesaler to return the product before the final date will be given.
-
- 2l Covermounted gifts will meet safety standards relevant to the product.
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- 2m The attachment of the gift to the product will be highly secure.
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- 2n When a food/confectionery item is a magazine free gift, the publisher/distributor will ensure that the sell-by date of this item does not expire during the expected on sale period of the magazine.
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- 2o Publishers/distributors must clearly identify any age-restricted covermount so that it is clearly visible to the purchaser at the point of sale, and must advise wholesalers a minimum of five days before the on sale date.



Unsold Management

- 3a Full copy returns will be collected within 14 days from the end of the credit claim period provided parcels are securely packed and appropriately marked. Collection documentation will be provided by the relevant carrier. Any extension will be negotiated with the individual wholesaler.
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- 3b Where normal affidavit produce or covermounted gifts are agreed for retention, these will be collected within 14 days from the end of the credit claim period.
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- 3c The publisher/distributor will agree a returns time window for all products.
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- 3d The publisher/distributor or carrier will assume responsibility for the security of this product, after collection from the wholesaler.
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- 3e The wholesaler will be notified of any unsolds, which are ineligible for credit within 7 working days, and the reason why they are ineligible.
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- 3f Electronically generated affidavit claims will be acknowledged electronically within 2 working days.

Invoicing

- 4a The publisher/distributor will supply a clear and accurate invoice/credit note (hard copy or electronically) detailing all charges and credits to the invoice address specified by the wholesaler.
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- 4b Every issue will be shown separately on an invoice.
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- 4c Publisher/distributors will invoice only that product which has been delivered to wholesale depots.
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- 4d Where a product is deemed VATable, the publisher/distributor will provide full details of the VAT breakdown in advance of publication.
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- 4e Insertion, handling payments and voucher credits will be clearly identified, along with the title and issue to which they refer.
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- 4f Invoice queries will be resolved by the publisher/distributor and, where relevant, corrected on the next available summary invoice/credit note.
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- 4g Where a publisher/distributor systems error is identified - and it is found to be applicable to more than one wholesaler or wholesale group - adjustments to all affected wholesalers will be actioned on the next available summary invoice/credit note with full supporting details.
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- 4h On retrospective invoice adjustment to a wholesaler's account on an issue more than 4 weeks old, the publisher/distributor will supply full supporting details 14 days in advance of the adjustment.



Voucher Processing

- 5a The publisher/distributor will ensure that each voucher conforms to the following:
- Minimum size 46mm x 64mm
 - Maximum size 92mm x 128mm
 - Display a 13 digit EAN
 - Clearly show the cash value of the voucher
 - Apply to one publication or money off price only
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- 5b Accurate voucher details will be advised to wholesalers and, where applicable, handling houses before being put into the marketplace using the agreed Voucher Notification Form, or other agreed methods.
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- 5c The value of the voucher will stand in the event of overlapping product price reductions.
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- 5d Consumer redemption expiry will be a minimum of 4 weeks after the end of the issue on sale period.
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- 5e Wholesaler redemption expiry will be a minimum of 6 weeks after the consumer redemption date.
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- 5f Publisher/distributors or their handling house will notify wholesalers of any vouchers that are ineligible for credit with the reason for their ineligibility.
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- 5g Publishers/distributors or their handling agencies will credit returned vouchers or voucher claims, the relevant handling allowances and any carriage charges involved.
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- 5h Vouchers will be clearly identified and credited on the next available publisher/distributor's invoice or handling house's credit note.
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- 5i Where a wholesaler provides additional services for the publisher/distributor, charges for which have been agreed by the publisher/distributor, payment will be made within 30 days of receipt of the invoice.
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- 5j Publisher/distributors will ensure that handling houses are capable of receiving affidavit voucher claims from wholesalers.
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- 5k Publisher/distributors and wholesalers will agree to conform to the JIG Best Practice guidance on the design, production and processing of vouchers in the news industry.

Customer Service

- 6a The publisher/distributor or contracted carrier will provide wholesalers with details of operating times, management and staff including a named Customer Service contact and also details of contact names at all print centres, haulage contractors etc. This information will be updated as appropriate and confirmed to wholesalers every 6 months.
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- 6b The publisher/distributor or contracted carrier will provide an out of office hours contact, mobile phone number, answerphone, fax service, email address and on-line facility to give accurate distribution information and ensure that it is kept up to date with any changes immediately notified.
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- 6c Correspondence received by the Royal Mail or facsimile will be acknowledged within 7 days of receipt.
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- 6d The publisher/distributor will produce a printout of any wholesaler's order within 1 week of the request.



Self-Governance - Magazines

Wholesaler Complaint

For a complaint to be escalated through this procedure it must be considered to be serious or persistent.

- a. If there is an alleged non-compliance of a Standard, the wholesaler will raise the issue with the publisher or distributor concerned. It is expected that every wholesaler will try and resolve operational issues direct with the publisher or distributor before escalating the procedure.
- b. If an acceptable remedy is not forthcoming, the wholesaler will submit an ISS complaint to the publisher or distributor on a standard form. A copy will go to the ISSA Administrator.
- c. The publisher or distributor will then have 28 days to resolve the matter to the satisfaction of the wholesaler.
- d. If there is still no acceptable remedy, the matter will be referred to the ISS Chairman for determination.
- e. The complaint statistics generated will be disseminated in a similar way to the ISSA statistics.

Appendix 1

Barcode Guidelines

Publishers should first contact the British Library – UK National Serials Data Centre to register the publication and obtain an ISSN number.

Magazine barcodes should be constructed in the following way:

- The first 3 digits are 977. These are the prefix for any periodical publication.
- The next 7 digits are the first 7 digits from the ISSN.
- The next 2 digits are called the 'sequence variant'. They are always '00' for every new publication and move up by 01 to reflect any price change, up or down.
- The next digit is called the 'check' digit. It is derived from a calculation of the previous 12 digits and is completed by dedicated software.
- The final 2 digits are the 'add-on' numbers and show which issue the barcode relates to i.e 01-12 reflect jan-Dec or 1-52 reflect weeks of the year.

Publishers should follow criteria outlined in PPA's Best Practice Guidelines for Barcoding and Issue Numbering of Magazines, which are available from PPA on request, or via the PPA website.

www.ppa.co.uk/guidelines/download/barcode.pdf

The guidelines recommend the ideal magnification, sizing, positioning and colour of magazine barcodes.

Useful Contact:

UK National Serials Data Centre (ISSN)

The British Library

Boston Spa

Wetherby

West Yorkshire

LS23 7BQ

Tel: 01937 546 959

Fax: 01937 546 562

e-mail: issn-uk@bl.uk

Website www.bl.uk

