

ISSA

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THE INDUSTRY STANDARD OF SERVICE FOR NEWSPAPER AND MAGAZINE DISTRIBUTION

JOINT INDUSTRY GROUP (JIG)

ASSOCIATION OF NEWSPAPER AND MAGAZINE WHOLESALERS (ANMW) / ASSOCIATION OF NEWS RETAILING (ANR)

BRITISH RETAIL CONSORTIUM (BRC) / NATIONAL FEDERATION OF RETAIL NEWSAGENTS (NFRN)

NEWSPAPER PUBLISHERS ASSOCIATION (NPA) / PERIODICAL PUBLISHERS ASSOCIATION (PPA)

This agreement, which takes effect from 1 October 2002, forms the minimum standard of service that individual wholesalers will provide to individual retailers of newspapers and magazines.

It has the full agreement of all Industry Associations as detailed overleaf, and is intended to provide the best possible service that will enable retailers to provide their customers with timely and ready access to all newspapers and magazines.

It is recognised that elements of the service wholesalers can provide to their retail customers are dependent on the service that wholesalers receive from publishers or distributors, and these will be covered by separate agreements or contracts.

The complaints procedure, which is intended to address serious or persistent breaches in these standards, will be a key measurement in identifying retail satisfaction in each wholesale area and is explained in section 9.

All associations party to these standards and the companies they represent are fully committed to further improve the service given to retailers.

This Standard Service Agreement will be reviewed and agreed annually by the Industry Associations as detailed overleaf and is ultimately the responsibility of the Joint Industry Group. This Agreement and any subsequent amendments will be lodged with the Office of Fair Trading.

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Terms and Conditions of Supply

- 1.1 The wholesaler will issue their own Terms and Conditions of Business in order to maintain an individual trading relationship with their customers. Changes to these Terms and Conditions will be communicated to retail customers in writing, giving not less than 6 weeks' notice.
- 1.2 The minimum criteria forming the Industry Standard Service Agreement will be incorporated by each wholesaler into their Terms and Conditions of Business. These standards will not be negated by the Terms and Conditions of Business or by publishers' existing or future wholesale contracts.

Delivery - Timeliness

- 2.1** The wholesaler will deliver all titles and their appropriate sections and supplements in time for the day of sale.
- 2.2** Delivery will be no later than the Retail Delivery Times (RDTs) or the Scheduled Delivery Times (SDTs) which have been determined in accordance with the Focus on Distribution Initiative (FODI) process.
- 2.3** Delivery times will not be amended without prior agreement.
- 2.4** The wholesaler will keep a record of the time of delivery to each retail outlet and retailers will have access to their own information.
- 2.5** Second deliveries, when necessary, will be carried out promptly.

Delivery - Quality

- 3.1** On each day titles are published the wholesaler will supply newspapers and/or magazines to the customer's invoice address, or other mutually agreed address.
- 3.2** The wholesaler will keep a record of the number of parcels delivered and collected.
- 3.3** Supplies will be delivered in a saleable condition and placed in a security box or in an agreed secure area where possible. Security boxes for deliveries and unsolds will be offered for sale by the wholesaler.
- 3.4** Supplies will be packed in a secure manner and clearly identified.
- 3.5** Supplies must include a delivery note detailing the quantities of each title being delivered.
- 3.6** In the case of newspapers, any discrepancies between the contents of a parcel and the delivery note will be reported to the wholesaler within 2 hours of delivery or of the retailer opening, whichever is the later.
- 3.7** In the case of magazines, any discrepancies between the contents of a parcel and the delivery note will be reported to the wholesaler within 8 hours of delivery or of the retailer opening, whichever is the later.
- 3.8** The wholesaler will clearly identify on their documentation all supplements and insertions required by the publisher, together with the relevant handling allowances where appropriate.
- 3.9** When the wholesaler is short supplied, any necessary reductions in retailers' supplies will be made to protect the retailer's net sale.
- 3.10** Un-saleable and short supplied copies will be offered for replacement when in the supply chain and where practicable. If this is not possible, then credit will be passed on the next possible invoice/credit note. In the event that a claim for a delivery discrepancy is not accepted, the retailer will be advised within 72 hours.
- 3.11** Unsold copies resulting from an initial shortage of supply and subsequent replenishment will be on full Sale or Return.
- 3.12** All claims will be given a unique reference number.
- 3.13** When any newspaper or magazine title is late or has not been published this will be advised to each retailer in a clear and concise manner.

Order and Supply Management

- 4.1** The wholesaler will fulfil retailers' orders, providing they are in line with individual publishers' sales and unsolds guidelines.
- 4.2** The wholesaler will notify retailers of quantities of all magazine launch and promotional allocations at least 48 hours in advance of supply. Retailers may make amendments to the proposed supply quantities of these titles to amounts agreed with the wholesaler.
- 4.3** In the event that a retailer's order cannot be met, the retailer will be provided with an explanation when requested.
- 4.4** Late amendments to newspaper supplies made by the wholesaler will be notified to the retailer.
- 4.5** Newspaper and magazine revisions received by 1500 hours will be actioned for the next available issue.
- 4.6** Firm sale titles will be supplied based on the retailer's order.
- 4.7** Retailers may, on request, see details of their information held on the wholesaler's supply management and order processing systems.
- 4.8** If a retailer's sale is temporarily affected, these issues will not be taken into consideration in the wholesalers reallocation systems. The retailer will notify the wholesaler which issues have been affected.
- 4.9** Where agreement is reached that a retailer can manage his newspaper supplies within publisher guidelines, the individual publisher will authorise the wholesaler to exclude that retailer from the supply management systems relating to that publisher's titles. In the event that a retailer fails to meet the agreed standards the facility will be withdrawn.
- 4.10** The wholesaler will classify each retailer according to the ANMW retail classification scheme and identify each retailer by the specified unique retail number.
- 4.11** The wholesaler will not supply any unsolicited non-news product without giving prior notice to enable retailers to amend quantities if they wish.
- 4.12** When available within the supply chain, wholesalers will supply back issues of partworks within 21 days otherwise SOR will apply.
- 4.13** Wholesalers will record retailer supply revisions for committed orders and specific sales opportunities when submitted in writing a minimum of 7 days before the on sale date of the relevant issue, with the appropriate justification. Wholesalers will fulfil such requirements subject to supply availability from the publisher/distributor.

Unsold Management

- 5.1** Unsolds will be collected on a minimum of two designated days per week, and daily where publishers' contracts require this facility.
- 5.2** Unsolds will be collected by a time agreed by the retailer and wholesaler.
- 5.3** The wholesaler will assume responsibility for the security of returns parcels after collection from the retailer. The returns parcels must be 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 unsolds claim to the publisher.
- 5.5** Retailers will be given at least one week's notice in writing of any changes to existing unsold collection arrangements.
- 5.6** The wholesaler will provide the retailer with documentation which clearly identifies the titles due for return at least 24 hours in advance of collection.
- 5.7** The unsolds documentation 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 wholesaler will include on their unsolds documentation the quantity of each title supplied.
- 5.9** The unsolds documentation will also identify each title's cover price and the maximum quantity eligible for credit. Agreed credit will appear on the next possible summary invoice/credit note within a maximum of 14 days of receipt of the claim.
- 5.10** The retailer will be notified of any unsolds which are ineligible for credit and the reason why they are ineligible.
- 5.11** In the case of a wholesaler going into receivership or voluntary liquidation, the retailer shall retain ownership of titles which he has paid for and returned for credit but upon which credit has not been passed.

Invoicing

- 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 customer.
- 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** Weekly magazine titles supplied to the retailer will be invoiced in the week appropriate to the first day of sale.
- 6.5** Any disputes relating to invoice queries will be resolved by the wholesaler and corrected on the next possible invoice/credit note.
- 6.6** When wholesaler systems errors are detected, correction will be actioned on the next possible summary invoice/credit note and a register will be kept of such occurrences.
- 6.7** Where it is necessary to apply a retrospective invoice adjustment to a retailer's account on an issue more than 4 weeks old, the wholesaler will supply full supporting details 14 days in advance of the adjustment.

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Voucher Processing

- 7.1** The wholesaler will receive/collect and credit vouchers on a weekly basis.
- 7.2** The wholesaler will send the retailer a claim form each week to be returned to the wholesaler or designated voucher handling agency.
- 7.3** All valid vouchers returned will be credited on the next possible invoice/credit note.
- 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.

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Customer Service

- 8.1** The wholesaler will provide retailers with details of wholesale branch operating times, management and staff including a named Customer Service contact.
- 8.2** The wholesaler will provide retailers with detailed information regarding any changes to trading hours eg Bank Holidays.
- 8.3** The wholesaler will pass on notices as directed from publishers.
- 8.4** 90% of telephone calls will be answered within 8 rings during the wholesaler's normal published working hours.
- 8.5** The wholesaler will provide an after hours answerphone and 24 hour fax service.
- 8.6** Correspondence received via the Royal Mail or facsimile will be acknowledged within 7 days of receipt.
- 8.7** The wholesaler will produce a detailed printout of any retailer's orders within 24 hours on request.
- 8.8** The wholesaler will provide on request a list of best selling titles within the retailer's area, in rank order and by interest group.
- 8.9** The wholesaler will advise retailers of forthcoming publishing events.
- 8.10** The wholesaler will have the facility to hold development meetings with retailers.

ISSA Complaints and Arbitration

9.1 A complaint is a shortfall in wholesale service from the standard defined in the Industry Standard Service Agreement. It is expected that the retailer will have tried to resolve local operational issues direct with the wholesale branch before embarking on the complaints procedure.

9.2 Either party may be represented by their trade association. During the complaints procedure, normal trading will continue, and there will be no victimisation of either party. Entering into this complaints procedure will not affect the retailer's, wholesaler's and publisher's legal rights. The arbiter may award correction/ restitution within the terms of the Industry Standard Service Agreement.

■ STAGE 1

- 9.3** All complaints will be in writing on a standard form. On notification of a complaint, the ISSA Administrator will record the type of complaint, wholesaler details, and issue the standard Stage 1 form to the retailer.
- 9.4** The complaint will be allocated a reference number and registered by branch and type.
- 9.5** The retailer will return the form, signed and completed to the wholesaler, with a copy to the ISSA Administrator, by the date specified.
- 9.6** The wholesaler will resolve the complaint within 18 days from the date the form was issued.
- 9.7** The wholesaler will forward copies of all documentation to the ISSA Administrator at the completion of Stage 1. Failure to respond will result in automatic escalation to Stage 2.

■ STAGE 2

- 9.8** Details will be forwarded immediately by the ISSA Administrator to the Arbiter.
- 9.9** The arbiter will determine the matter within 14 days. Where further and better particulars are necessary this time frame may be exceeded

■ STAGE 3

- 9.10** The complaint on appeal will be referred to a panel of independent arbiters appointed by the Joint Industry Group.
- 9.11** This will be the final adjudication.

■ MONITORING

- 9.12** All complaints will be registered at the wholesale branch and retained for inspection, for a minimum of 12 months from the date of complaint, by all publishers and the ISSA Administrator. The ISSA Administrator will monitor and record the progress of all complaints.
- 9.13** The outcome at each stage will be included on the complaints form and an annual summary of complaints will be produced and published by the ISSA Administrator.

If you require an ISSA complaints form and/or comprehensive Retail Guidelines please contact the
 ISSA Administrator
 PO Box 39947
 London EC1R 0WQ
 Telephone 020 7017 8880
 Facsimile 020 7017 8898
 Email info@news-issa.co.uk

ISSA Complaints procedure: the process explained

