BRCGS Storage and Distribution

BRCGS

Global Standard for Storage & Distribution

Issue 4 Consultation Draft

Introduction to this document and the consultation process

The information included in this consultation document has been developed and reviewed by working groups made up of international stakeholders representing logistic companies, retailers, brand owners, certification bodies and independent technical experts.

An important next step in the development of the Global Standard for Storage & Distribution Issue 4 is an extensive consultation to understand stakeholders' requirements and views on the draft proposals.

This document therefore contains the proposals for Issue 4 and is structured as follows:

Part I - summary of the key changes to the audit protocol

Part II - full details of the proposed requirements for Issue 4

Stakeholders are encouraged to consider the details within this document and provide feedback on both the proposed requirements and audit protocol, by email to enquiries@brcgs.com using the feedback form provided. The closing date for submission of feedback is May 31st, 2020.

This draft is for the purposes of consultation only and requirements and protocol are subject to change.

Part I Summary of the key changes to the Audit Protocol

Unannounced Audits

GFSI Benchmark Version 2020 introduces the requirement for all certificated sites to have at least one unannounced audit every 3 years, regardless of whether they select announced or unannounced audit options.

Starting from Issue 4, sites certificated to Storage & Distribution Standards will be required to have at least 1 unannounced audit every 3 years.

This transition will need careful planning and BRCGS have put together a working group to develop clear guidance for CBs, sites and auditors to facilitate this process.

We expect to be able to publish guidance for CBs in the summer 2020 and for sites shortly after.

Colour Coding of Requirements

Product handling processes represent the key activities on site. The audit process therefore gives specific emphasis to the practical implementation of product safety procedures within the site and general good storage, distribution or transport practices. Auditing these areas forms a significant proportion of the audit (around 30% of the audit time is spent auditing storage and distribution facilities, transport vehicles, interviewing staff, observing processes and reviewing documentation with the relevant staff).

As an aid to this process, the requirements within the Standard have been colour coded. Colour-coding shows the activities that would usually be audited as part of the assessment of the facilities and those that would form part of an audit of records, systems and documentation.

Key to colour-coding of requirements

Audit of the facilities and good handling practice	
Audit of records, systems and documentation	
Requirements assessed in both	

Part II - Full details of the proposed requirements for Issue 4

1 Senior management commitment

1.1 Senior management commitment and continual improvement

The company's senior management shall demonstrate that they are fully committed to the implementation of the requirements of the Global Standard for Storage and Distribution. This shall include provision of adequate resources, effective communication, systems of review and actions taken to identify and effect opportunities for improvement.

Clause	Requirements
1.1.1	The company's senior management shall develop and document a quality policy statement which states the company's intentions for the safe and legal storage and/or distribution of products and its responsibility to its customers. This statement shall be: • authorised • reviewed • signed and dated by an appropriate senior manager • effectively communicated throughout the company.

1.1.2	The site's senior management shall define and maintain a clear plan for the development and continuing improvement of a product safety and quality culture. This shall include:
	
	• defined activities involving all sections of the site that have an impact on product safety. Activities shall be designed to include, as a minimum:
	  • communication
	  • training
	  • feedback from employees
	  • performance measurement on product safety related activities.
	• an action plan indicating how the activities will be undertaken and measured, and the intended timescales
	• a review of the effectiveness of completed activities.

1.1.3	The company's senior management shall provide the human and financial resources required to implement the requirements of this Standard and effect improvements identified through management review processes.
1.1.4	The company's senior management shall ensure that objectives are established for the storage and/or distribution of products to maintain product safety, quality and legality in accordance with the quality policy and this Standard. The objectives shall be ~~documented, measurable, monitored, reviewed and clearly communicated to each operating location~~. • documented and include targets or clear measures of success • clearly communicated to relevant staff and each operating location • monitored, and the results reported at least quarterly to the company's and site's senior management.

~~1.1.4~~	~~Management review meetings attended by the company's or site's senior management shall be carried out at least annually to ensure that the stated objectives are being met and are appropriate. Management review shall cover all relevant locations, be documented and include an evaluation of:~~ ~~• previous management review minutes, corrective action plans and timeframes~~ ~~• results of internal, customer and independent external audits, customer performance indicators, complaints and feedback~~ ~~• incidents, product rejections/returns, wastage and resultant corrective and preventive action plans~~ ~~• feedback from reviews of the hazard and risk analysis system~~ • ~~resource requirements.~~
~~1.1.5~~	~~The management review meeting decisions and actions agreed shall be effectively communicated to appropriate staff and the actions implemented within the agreed timescales. Records should be updated to show when actions have been completed.~~
1.1.5	~~There shall be clear communication and reporting channels to senior management for staff responsible for monitoring compliance with the Standard. This shall include suggestions for improvement.~~ Employees shall be aware of the need to report any evidence of product safety, quality, legality, and integrity issues to a designated manager to enable the resolution of issues requiring immediate action. This shall include suggestions for improvement.
1.1.6	The company shall have a confidential reporting system to enable staff to report concerns relating to product safety, quality, integrity, and legality. The mechanism for reporting concerns must be clearly communicated to staff. The company's senior management shall have a process for assessing any concerns raised. Records of the assessment and, where appropriate, actions taken, shall be documented.
1.1.7	The company shall have a current, original hard copy or electronic version of the Standard available and be aware of any changes to the Standard or protocol that are published on the BRCGS ~~Global Standards~~ website.
1.1.8	The most senior operations manager on site shall attend the opening and closing meetings of the audit for the Global Standard for Storage and Distribution. Relevant departmental managers or their deputies shall be available as required during the audit. Where central management systems are operated for multi-site operations, a manager with responsibility for the management system shall be available during audits of hub and satellite operations.
1.1.9 X	Where required by legislation, the company and operating locations shall be registered with (or approved by) the appropriate authority, and evidence of this shall be available.

1.1.10	Where the site is certificated to the Standard, it shall ensure that announced recertification audits occur on or before the audit due date indicated on the certificate.
1.1.11	The site's senior management shall ensure that the root causes of any non-conformities against the Standard identified at the previous audit have been effectively addressed to prevent recurrence.
1.1.12	The BRCGS logo and references to certification status shall be used only in accordance with the conditions of use detailed in the audit protocol section (Part III, section 5.6).

1.2 Management review

The site's senior management shall ensure that a management review is undertaken to ensure that the product safety and quality management system is both fully implemented and effective, and that opportunities for improvement are identified.

Clause	Requirements
1.2.1	Management review meetings attended by the company or site's senior management shall be undertaken at appropriate scheduled intervals, at a minimum annually, to review the site's performance against the Standard and the objectives set out in clause 1.1.4.
1.2.2	The review process shall include the evaluation of: • previous management review documents, action plans and timeframes • results of internal audits including pre-requisite programme. • the results of second-party and third-party audits • any customer performance indicators and feedback • To understand the underlying reason for any objectives that was not met. This information shall be used when setting future objectives and to facilitate continual improvement • feedback from review of effectiveness of the hazard and risk management system, product authenticity and defence assessment, site security risk assessments where applicable • any complaints, incidents, product rejection/ returns, wastage and resultant corrective and preventative action plans and non-conforming materials. • resource requirements. • the impact of any applicable legislative and certification scheme changes
1.2.3	The meeting shall be documented and used to revise the objectives. The decisions and actions agreed within the review process shall be effectively communicated to appropriate staff, and actions implemented within agreed timescales. Records shall be updated to show when actions have been completed

1.2.4	The site shall have a demonstrable operational meeting programme which enables product safety, quality, legality, and integrity issues to be brought to the attention of senior management. These meetings shall occur at least monthly.

1.3 Organisational structure, responsibility and management authority

The company shall have an organisational structure that clearly ensures the definition and documentation of the job functions, responsibilities and reporting relationships of staff whose activities affect product safety, legality and quality.

Clause	Requirements
1.3.1	The company shall have an up-to-date organisational chart demonstrating the management structure of the company. This shall, where appropriate, include the responsibilities for any associated hub or satellite depots and any responsibilities carried out by a head office.
1.3.2	The senior management of the company shall ensure that all employees are aware of their responsibilities and that mechanisms are in place to monitor the effectiveness of their operation.
1.3.3	The senior management of the company shall ensure that levels of responsibility and accountability are clearly defined for key staff involved with product safety, legality and quality systems. To this end, job descriptions shall be available. There shall be appropriate documented arrangements in place to cover for the absence of key staff.
1.3.4	The senior management of the company shall have a system in place to ensure that it is kept informed of all relevant legislation, product safety issues, scientific and technical developments, and industry codes of practice. There shall be a system in place to ensure that relevant information is passed to the management at other locations, where appropriate.

2 Hazard and risk analysis

The site's product safety plan shall be based on the principles of hazard and risk analysis or the Codex Alimentarius General Principle of Food Hygiene, which shall be documented, systematic, comprehensive, fully implemented, ~~and~~ maintained and meets the relevant legislative requirements. ~~In the food industry these principles are commonly known as HACCP (hazard analysis and critical control points).~~

Clause	Requirements
2.1	PRE- REQUISITE PROGRAMME Prior to ~~the company~~ conducting a hazard analysis, the company shall ensure prerequisites are in place. The control measures and monitoring procedures for the prerequisite programmes must be clearly documented and shall be included within the development and reviews of the Hazard and Risk Analysis or HACCP Plan. Product safety prerequisites or handling requirements shall include, but not be limited to, where applicable: • condition and maintenance of buildings, equipment and transport vehicles as appropriate • documented practices for the safe handling, storage and transport of products • procedures for handling damages, waste product and returns • allergen management plan • pest control procedures • approval of services or subcontractors • sanitation procedures (cleaning and disinfection) • maintenance of the cold chain (not applicable to ambient stable products) • personal hygiene (limited applicability to pre-packed food products or consumer products) • training. • additional activities covered by the additional voluntary modules.
2.2	MULTI DISCIPLINARY TEAM The hazard and risk analysis shall be developed and managed ~~carried out~~ by a multi-disciplinary team including operators and managers who are experienced in the particular activities undertaken by the site. The team members shall have knowledge of the hazard and risk analysis or codex-based HACCP principles and relevant knowledge of the product, processes and associated hazards ~~.~~
2.3	TEAM LEADER The person responsible for leading the hazard and risk ~~analysis~~ management team on site shall be able to demonstrate competence, experience and/or training in the understanding of hazard and risk analysis or codex based HACCP principles and their application. Where there is a legal requirement for specific training, this shall be in place. In the event of the company not having appropriate in-house knowledge, external expertise may be sought but the day-to-day management of the system shall remain the responsibility of the company and ~~.~~a nominated site deputy team leader be identified.

2.4		Team members shall maintain awareness of and take the following into consideration while conducting and reviewing the specific hazard and risk analysis or HACCP study: • historical, known and foreseeable product safety hazards associated with specific processes and products • known likely product defects that affect quality, safety and integrity • relevant codes of practice or recognised guidelines (where known) • customer requirements • legislative requirements.
2.5 X		Where the hazard and risk analysis or HACCP study has been undertaken centrally, it shall be possible to demonstrate that the study has been verified to meet the specific activities of the local operation to which the study applies and shall consider the additional voluntary modules, where applicable.
2.6		The hazard analysis, and resulting procedures, shall have senior management commitment, and shall be implemented through the site's documented management systems.
2.7		SCOPE ~~The company shall define the scope of the hazard and risk analysis in terms of the products and processes that are covered.~~ The scope of the hazard and risk analysis or HACCP study shall be clearly defined and documented and shall cover all products/ product categories and processes included within the intended scope of certification. This shall include: • a description of the types of products stored or distributed, subcontracted activities and any particular specified storage or handling conditions; for example, temperature control, fragility, maximum stacking height, propensity to water damage, conditions of light. • the product flow from receipt, storage and dispatch transport to the recipient of the product. This shall include any cross-docking or intermediate storage steps which may be used in the distribution and any back-haul or returns activities. • any activities that are covered by the additional voluntary modules.
2.8		PRODUCT FLOW A flow diagram shall be prepared to cover all products or product category and process steps. This shall set out all aspects of the operation within the Hazard and Risk Analysis or HACCP study scope as identified in clause 2.6. As a guide, this shall the following, where applicable, although this is not an exhaustive list: • plan of premises and equipment layout • products handled, including introduction of utilities (e.g. water) • sequence and interaction of all process steps • services and subcontracted activities • potential for process delay • returns and waste including recycled materials.

		• activities covered by the additional voluntary modules The Hazard and Risk Management or HACCP team shall verify the accuracy of the flow diagrams at least annually and following any significant incidences or process changes. Records of verified flow diagrams shall be maintained.
2.9		HAZARD ANALYSIS AND RISK ASSESSMENT The hazard and risk management or HACCP team ~~company~~ shall identify and record all potential hazards associated with each step of the product flow as identified in clause 2.6. The company shall include consideration of the following types of hazard: • microbiological growth resulting from temperature abuse of products that require temperature control • physical contamination (e.g. glass contamination from broken lights, wood splinters from pallets, dust, splashing during transfer, pests) • chemical contamination (e.g. product tainting, spillage, cleaning chemicals) • physical damage (e.g. breakage, puncturing of packaging, water damage) • allergenic ~~materials~~ risks (e.g. cross-contamination of loose product or outer packaging by allergenic products). • any other hazards mandated by the customer or relevant regulatory authorities. • any other hazards associated with activities covered by the additional voluntary module. • malicious contamination of products
2.10		The company shall complete a documented analysis of the potential hazards in order to identify which need to be controlled. The following ~~should~~ shall be considered: • the likely occurrence of the hazard, as established by previous company/industry experience • the severity of the hazard (e.g. injurious to health, potential to cause food-poisoning, rejection or a product recall) • existing prerequisite programmes that effectively prevent or reduce the hazard to acceptable limits.
2.11		CRITICAL CONTROL POINTS For each hazard which requires control, control points shall be reviewed to identify those that are critical. This requires a logical approach and may be facilitated by the use of a decision tree. Critical control points are defined as those control points which are critical to prevent, eliminate or reduce a significant hazard to acceptable limits.
2.12		**Control by prerequisites and documentation** Where the control of hazards is by means of prerequisite programmes, these shall be fully implemented and be demonstrably effective in controlling or reducing the hazard.
2.13	X	**Critical control points- ADDITIONAL REQUIREMENTS**

		If there are critical control points (CCPs) that are identified where product safety and legality requires control measures to be in place, e.g. storage temperature, then for each CCP it is necessary to: • establish critical limits • establish a system to monitor control of the CCPs • establish the corrective action to be taken when monitoring indicates that a particular CCP is not under control • establish procedures of validation and verification to confirm that the system is working effectively, including auditing of the system • establish documentation concerning all procedures and records appropriate to these principles and their application.
2.14		REVIEW The hazard and risk analysis and pre requisite programme shall be reviewed by hazard and risk management or HACCP team at least annually and whenever new product types that have different characteristics from the products included within the original study are stored or transported, or where new operations/process steps are introduced that may affect product safety. This review shall be documented.
2.15		~~The hazard and risk analysis and prerequisite programmes shall also be formally reviewed at least annually and this review documented.~~ Where controls identified by hazard and risk analysis or HACCP plans are operated by service providers or subcontractors, either their plans and controls shall be reviewed by a competent person to determine their effectiveness or the plans and controls must be within the scope of an accredited certification of the service provider or subcontractor. Contracts must ensure that any significant changes to their hazard and risk analysis or HACCP plans are communicated to the company before the changes are implemented. Any changes shall be reviewed by a competent person to determine the ongoing effectiveness of the plan before the changes are implemented by the service provider or subcontractor. Records shall be maintained to demonstrate the results of these reviews.

3 Product Safety and Quality management system

3.1 General documentation requirements

3.1.1 Product Safety and Quality systems

The company shall document procedures to demonstrate compliance with the Standard and shall ensure that all documents necessary to demonstrate the effective operation and control of the processes underpinning this compliance are in place.

Clause		Requirements
3.1.1.1		The site's documented policies, procedures, working methods and practices shall be collated in a navigable and readily accessible system. Where the site is part of a company governed by a head office, the interaction between the site's system and that of other sites and the head office shall be documented. All policies and procedures necessary for the operation of the site being assessed must be readily available to relevant staff at the site.

3.1.2 Documentation control

The company's senior management shall ensure that all documents, records and data critical to the management of product safety, legality and quality are in place and effectively controlled.

Clause		Requirements
3.1.2.1		All documents in use shall be authorised and be the correct version.
3.1.2.2		Documents shall be clearly legible, unambiguous, in appropriate languages and sufficiently detailed to enable their correct application by appropriate personnel. They shall be readily accessible to relevant staff at all times.
3.1.2.3		There shall be a record of the reason for any changes or amendments to documents critical to product safety, legality or quality systems and procedures.
3.1.2.4		Changes to documents shall be effectively notified to document users. A procedure shall be in place to ensure obsolete documentation is rescinded and, if appropriate, replaced with a revised version.

3.1.3 Record completion and maintenance

The company shall maintain records to demonstrate the effective control of product safety, legality and quality.

Clause	Requirements
3.1.3.1	The records shall be legible and genuine, and retained in good condition for an appropriate defined time period. The record retention time period shall~~should~~ reflect product shelf life and any specific customer or legal requirements but shall never be less than 1 year.
3.1.3.2	The company shall operate procedures for the alteration, collation, maintenance, storage and retrieval of all relevant records. Justification for alteration shall be recorded. Where records are in electronic form, these shall be • suitably backed up to prevent loss. • stored securely (eg: with authorised access, control of amendments, or password protected)

3.2 Internal audit

The company shall audit those systems and procedures that are critical to product safety, legality and quality to ensure they are appropriate and complied with.

Clause	Requirements
3.2.1	~~The audits shall be scheduled, and their scope and frequency shall be established in relation to the risks associated with the activity. The audits shall cover all of the locations included within the scope.~~ There shall be a scheduled programme of internal audits. At a minimum, the programme shall include at least two different audit dates spread throughout the year. The frequency at which each activity is audited shall be established in relation to the risks associated with the activity and previous audit performance. All activities and locations included within scope of certification shall be covered at least once each year. At a minimum, the scope of the internal audit programme shall include: • Hazard and risk analysis or HACCP plan • Prerequisite programmes • Procedures implemented to achieve the standard and additional voluntary modules
3.2.2	Internal audits shall be carried out by appropriately trained, competent auditors, who shall not audit their own work or where they have direct influence on the operation within the department or section being audited.
3.2.3	Records of internal audits shall be maintained to ensure that conformity as well as non-conformity can be clearly identified and verified. Results shall be notified to the personnel responsible for the process/activity audited.

3.2.4	~~Results of the internal audit and positive and negative comments shall be brought to the attention of the personnel responsible for the activity audited. Corrective actions and timescales for their implementation shall be agreed.~~ Root cause analysis shall be used to determine appropriate corrective actions and preventative actions, where appropriate, a timescale for their implementation shall be agreed and their completion verified.
3.2.5	In addition to the internal audit programme, there shall be a separate programme of documented inspections to ensure that the site environment and equipment are maintained in a suitable condition. The frequency of these inspections shall be based on risk. At a minimum, these inspections shall include: • hygiene inspections to assess cleaning and housekeeping performance • inspections to identify risks to the product from the building or equipment.

3.3 Corrective and preventive action

The company's senior management shall ensure that procedures exist to record, investigate, analyse and correct the cause of failure to meet standards, specifications and procedures which are critical to product safety, legality and quality.

Clause	Requirements
3.3.1	An appropriate staff member shall be identified and allocated the responsibility and accountability for each corrective action. This shall be documented.
3.3.2	The company shall ensure that effective actions are taken to correct each non-conformity and shall monitor and record their completion within an appropriate timescale. Where a non-conformity places the safety, legality, or quality of products at risk, this shall be investigated and recorded including: • clear documentation of the non-conformity • assessment of the consequences by a suitably competent and authorised person • the action to be taken to address the immediate issue • an appropriate timescale for correction • the person responsible for correction • verification that the correction has been implemented and is effective
3.3.3	~~Where a non-conformity places the safety, legality, or quality of products at risk, this shall be investigated and recorded including:~~ ~~• clear documentation of the non-conformity~~ ~~• assessment of the consequences by a suitably competent and authorised person~~ ~~• the action to be taken to address the immediate issue~~ ~~• an appropriate timescale for correction~~ • ~~the person responsible for correction~~

	~~• verification that the correction has been implemented and is effective~~ The site shall have a procedure for the completion of root cause analysis and corrective actions and to determine preventive actions. As a minimum, root cause analysis shall be used to implement ongoing improvements and to prevent recurrence of non-conformities in the event of: • an analysis of non-conformities for trends which shows that there has been a significant increase in a type of non-conformity • a non-conformity which places the safety, legality, integrity or quality of a product at risk (including withdrawals)

3.4 Customer contractual arrangements

The company's senior management shall ensure that processes are in place to determine their customers' needs and expectations, clearly define their requirements and ensure that these requirements are fulfilled.

Clause	Requirements
3.4.1	Customer requirements for the storage and/or distribution of their product shall have been agreed with the customer and documented prior to fulfilment. This shall include any specific handling requirements for the products, e.g. temperature, humidity, light conditions, stack height or compatibility requirements. This may be in the form of a company-issued service specification where no customer-issued specification exists.
3.4.2	The company shall have the ability to meet defined customer requirements without compromising product quality, safety and legality.
3.4.3	Where specified by the customer a review of customer needs and requirements shall be undertaken. Any changes to existing agreements or contracts shall be agreed, documented and communicated to appropriate personnel.
3.4.4	There shall be key performance indicators established relating to customer requirements, performance shall be measured and results communicated to relevant staff.

3.5 Purchasing

The company shall control all its purchasing processes that are critical to product safety, legality and quality to ensure that services procured conform to defined requirements.

3.5.1 Supplier approval and performance monitoring of service providers and equipment suppliers

Clause	Requirements
3.5.1.1	There shall be a documented procedure for the approval and monitoring of suppliers of services and equipment. Such services, as appropriate, shall include (but not be limited to):

	• pest control • laundry services • contracted cleaning (both storage and vehicles) • contracted servicing and maintenance of equipment • equipment providers (e.g. of racking, pallets). • Use of consultants This approval and monitoring process shall be risk based and take into consideration compliance with any specific legal requirements potential risks to the security of products (i.e. risks identified in the product authenticity and defence assessments).
3.5.1.2	Specifications or contracts shall exist between the company and the supplier to define the service provided and ensure that potential product safety risks associated with the service have been addressed. They shall include key data to meet customer and legal requirements and assist the site in the safe handling of the product. Where specifications are not formally agreed then the company shall be able to demonstrate that it has taken steps to ensure formal agreement is in place.
3.5.1.3	Specification or contract review shall be sufficiently frequent to ensure that data is current or at a minimum every 3 years, taking into account product changes, suppliers, regulations and other risks. Reviews and changes shall be documented.
3.5.1.4	The performance of the supplier shall be monitored and action taken where services fail to meet requirements.

3.5.2 Management of subcontractors

Where activities covered by the scope of this Standard are subcontracted to a third party, e.g. distribution, the subcontractor shall be required to work in accordance with the relevant requirements of this Standard and relevant legislation.

Clause	Requirements
3.5.2.1 X	A contract or written agreement shall exist with all subcontractors, which shall, on the basis of risk and any specified customer contracts, define requirements for the safe handling, storage and transport of products, e.g. temperature, special handling requirements, product security, segregation of incompatible products, vehicle type.
3.5.2.2 X	There shall be a documented process for the review and acceptance of a subcontractor who could potentially impact product safety, integrity, quality and legality. ~~This process shall include a review of the subcontractor's ability to meet the specified requirements for the safe storage or distribution of products. This may include certification against the Standard.~~ The approval and monitoring procedure shall be based on risk and include either one or a combination of:

	• a valid certification to the applicable BRCGS or GFSI-benchmarked standard. The scope of the certification shall include the products/product categories or process steps being subcontracted. **or** • audit, with a scope to include product safety, traceability, hazard and risk analysis or HACCP review and good product handling practices, undertaken by an experienced and demonstrably competent product safety auditor. Where this subcontractor audit is completed by a second or third party, the company shall be able to: – demonstrate the competency of the auditor – confirm that the scope of the audit includes product safety, traceability, Hazard and risk analysis or HACCP review and good handling practices – obtain and review a copy of the full audit report. OR where a valid risk-based justification is provided and the subcontractor is assessed as low risk only, a completed questionnaire may be used for approval. The questionnaire shall have a scope that includes product safety, traceability, hazard and risk analysis or HACCP review and good product handling practices, and it shall have been reviewed at a minimum every 3 years and verified by a demonstrably competent person.
3.5.2.3 X	~~There shall be a documented review of the performance of all subcontractors and necessary follow-up action to ensure the safety of products where performance is not to specification.~~ There shall be a documented process for ongoing subcontractor performance review, based on risk and defined performance criteria. The process shall be fully implemented. Records of the review shall be kept.
3.5.2.4 X	A register of suitable approved subcontractors shall be maintained, which shall include subcontractors required irregularly, e.g. to meet peak seasonal demand, breakdown cover. The list or relevant components of the register shall be readily available to the relevant staff
3.5.2.5 X	There shall be a documented procedure to define how use of exceptions or emergency subcontractor approval processes in clause 3.5.2.2 are handled (e.g. where subcontractors are prescribed by a customer or where information for effective approval is not available).
3.5.2.6 X	Where a site subcontracts the distribution, the requirements of section 5 shall be included within the subcontracted arrangements with each distribution company. There shall be a documented procedure for the site to verify activities critical to product safety are implemented correctly by the subcontractor or the subcontracted company shall be certificated to the Global Standard for Storage and Distribution or similar GFSI-recognised scheme.

3.5.3 Product Authenticity

The company shall take all reasonable precautions to ensure the authenticity of products stored and distributed.

Clause	Requirements
3.5.3.1	The company shall develop a documented risk assessment plan to establish levels of confidence in the customers for whom the company stores and distributes products to reduce the risk of handling fraudulent products and shall be fully implemented. The plan may consider • Historical trading relationships • The nature of the products with regard to the risk of fraud. • The need for a new customer approval process e.g. trading history, financial security and profile
3.5.3.2	This plan shall be kept under review to reflect changing circumstances which may alter the potential risks. It shall be formally reviewed annually.

3.6 Traceability

The site shall have a system of traceability with the ability to trace products through receipt, storage, dispatch and, where applicable, distribution, and vice versa.

Clause	Requirements
3.6.1	The site shall have adequate procedures to ensure products and/or pallets are labelled and/or coded to allow product identification and traceability at all times. At a minimum this shall include: • how the traceability system works • records maintained.
3.6.2	Inventory records for vehicles shall enable products to be tracked from loading to delivery and include tracking the movement of trailers/vehicles.
3.6.3	Procedures shall ensure traceability of damaged packs and of products returned to stock or disposal.
3.6.4	The system shall be tested at least annually to ensure that traceability can be determined, including consignor details, through the warehouse/store and/or distribution to the final consignee including any subcontracted storage/ distribution and vice versa. The test shall occur at a predetermined frequency, at a minimum annually, and results shall be retained for inspection. The traceability test shall include a summary of the documents that should be referenced during the test and clearly show the link between them. Full traceability ~~should~~ shall be achievable in 4 hours.

3.7 Management of product withdrawal and product recall

The company shall have effective documented procedures to facilitate product withdrawals and product recalls.

Clause	Requirements
3.7.1	The company shall have a documented product withdrawal and recall procedure. This shall include, at a minimum: • identification of key personnel constituting the recall management team, with clearly identified responsibilities • guidelines for deciding whether a product needs to be recalled or withdrawn and the records to be maintained • an up-to-date list of key contacts (including out-of-hours contact details) or reference to the location of such a list (e.g. recall management team, suppliers, customers, certification body, regulatory authority) • a communication plan including the provision of information to customers, consumers and regulatory authorities in a timely manner • a plan to handle the logistics of product traceability, recovery or disposal of affected product, and stock reconciliation • a plan to record timings of key activities • a plan to conduct root cause analysis and to implement ongoing improvements, to avoid recurrence. The procedure shall be capable of being operated at any time.
3.7.2	The company shall ensure that systems are in place to formally notify the owner/manufacturer of products where evidence of a product quality or safety issue becomes apparent during the storage or distribution of their product and action agreed. Documented evidence of the formal notification and agreed actions must be retained.
3.7.3	The procedures relating to product withdrawal and product recall shall be appropriate, formalised and capable of being operated at any time, and will take into account stock requisition, logistics, recovery, storage and disposal (see Requirements, section 3.9 Control of non-conforming product, damages and returns). The procedures shall be regularly reviewed and, if necessary, revised to ensure that they are current.
3.7.4	The product recall and withdrawal procedures shall be tested at least annually to ensure their effective operation. All records supporting the recall data and results of the test shall be retained.

3.8 Incident management and business continuity

The company shall have procedures in place to identify and effectively manage incidents including contingency planning to enable business continuity in the case of major incidents which may affect the operation.

Clause	Requirements

3.8.1	The company shall provide written guidance to relevant staff regarding the type of event that would constitute an 'incident', and a documented incident-reporting procedure shall be in place.
3.8.2	Procedures shall exist to ensure that product put at risk by an incident is held pending further investigation.
3.8.3	The owner of the product shall be informed where an incident occurs that may put the safety or quality of their product at risk.
3.8.4	The company shall develop contingency planning for business continuity in the event of major incidents such as: • disruption to key services – e.g. water, energy, staff availability • events such as flood, fire and natural disaster • malicious contamination or sabotage.
3.8.5	The procedures shall include as a minimum: • identification of key staff constituting the incident management team and their responsibilities • an up-to-date list of key contacts (including out-of-hours contact details) or reference to the location of such a list (e.g. deputies, emergency services, suppliers, customers, certification body, regulatory authority) • alternative arrangements to fulfil customer expectations • a communication plan, including the provision of information in a timely manner to customers, consumers and, where appropriate, regulatory authorities.
3.8.6	In the event of a significant product safety incident, the certification body issuing the current certificate for the site against this Standard shall be informed within 3 working days.

3.9 Control of non-conforming product, damages and returns

The site shall have documented procedures to ensure all non-conforming product is clearly identifiable, effectively quarantined to prevent release and issues investigated.

Clause		Requirements
3.9.1		There shall be procedures for managing non-conforming products. These procedures shall include: • the requirement for staff to identify and report a potentially non-conforming product • clear identification of a non-conforming product (e.g. direct labelling or the use of IT systems) • secure storage to prevent accidental release (e.g. physical or computer-based isolation) • defined responsibilities for decision-making on the use or disposal of products appropriate to the issue (e.g. destruction or acceptance by concession with permission from the owner of the products)

3.9.2	Where products are held pending further investigation, this shall be carried out in such a way as to minimise any further deterioration of these products or contamination of other products.
3.9.3	All non-conforming products shall be handled or disposed of according to the nature of the problem and/or the specific requirements of the owner and records maintained.
3.9.4	Corrective actions and root cause analysis shall be implemented, where appropriate to determine preventative actions to avoid ~~prevent~~ recurrence of non-conformance, and adequate documentation kept of the action taken.
3.9.5	The site shall have a defined policy for customer returns and rejections.
3.9.6 X	Where returns are accepted, procedures shall define, on the basis of risk, the disposition of returned stock – i.e. disposal, return to good stock or collection by the product owner. Records shall be retained.

3.10 Complaints handling

The company shall have a system for the management of complaints and complaint investigation regarding products and/or services provided.

Clause	Requirements
3.10.1	All complaints shall be recorded and investigated, where applicable, and the result of investigation documented. Actions appropriate to the seriousness and frequency of the problems identified shall be carried out promptly and effectively, and records shall be retained.
3.10.2	~~Complaint data shall, where appropriate, be used to instigate ongoing improvements in order to prevent recurrence.~~ Complaint data shall be analysed to identify significant trends. Where there has been an increase or repetition of a complaint type, root cause analysis shall be used to implement ongoing improvements to product safety, legality and quality, and to avoid recurrence. This analysis shall be made available to relevant staff.
3.10.3	A system shall be in place to notify the product manufacturer/supplier or owner of complaints about their products where the cause of the complaint does not relate to the activities of the site.

4 Site and building standards

4.1 Location, perimeter and grounds

The site shall be located and maintained so as to provide protection and prevent hazard to products. Safety, legality and quality of products shall not be compromised.

Clause	Requirements
4.1.1 XR	Consideration shall be given to local activities and environment, which may have a potentially adverse impact, and measures shall be taken to prevent product contamination. Where measures have been put into place to protect the site from any potential contaminants, these shall be regularly reviewed to ensure they continue to be effective.
4.1.2	All grounds within the site shall be finished and maintained to an appropriate standard. Where grass and other planted areas are located near building, they shall be regularly tended to and maintained.
4.1.3	The building fabric shall be maintained to minimise potential for pest entry (e.g: sealing gaps around pipes to prevent pest entry) A clean and unobstructed area shall be in place along external walls of buildings used for the storage of products.
4.1.4	Sites shall be adequately drained. Where natural drainage is inadequate, additional drainage shall be installed.
4.1.5 X	External storage shall be minimised where undertaken, and items shall be protected from contamination and deterioration.

4.2 Site security and Product Defence

The site security shall ensure product safety and integrity.

Clause	Requirements
4.2.1	A site-specific documented risk assessment shall be undertaken to identify potential risks to the security of product held on the premises in storage or on vehicles and appropriate controls implemented to reduce the risk. The risk assessment ~~should~~ shall be reviewed at an appropriate frequency or, as a minimum, annually and whenever: • a new risk emerges (e.g. a new threat is publicised or identified) • an incident occurs, where product security or product defence is implicated.
4.2.2 XD	Access to the site by employees, contractors and visitors shall be controlled and a visitor reporting system shall be in place.
4.2.3	The company shall have documented site security procedures. Staff shall be trained in the site security procedures and encouraged to question or report unidentified or unknown visitors.

4.2.4		Contractors and visitors, including drivers, shall be made aware of all procedures for access to premises and the requirements of the areas they are visiting, with special reference to hazards and potential product contamination. Contractors working in product storage areas shall be the responsibility of a nominated person.

4.3 Layout, product flow and segregation – product intake, handling, storage and dispatch areas

The design and layout of the premises shall provide a working environment that prevents the risk of product damage and facilitates product safety, legality and quality.

Clause		Requirements
4.3.1		There shall be a current map or plan of the whole site which defines: • access points for personnel • travel routes for personnel and product • staff facilities • routes for the removal of waste • process flows • storage areas- ambient, chilled, frozen area • chemicals (battery storage areas)
4.3.2	XD	Premises shall allow sufficient working space to enable all operations to be carried out properly under safe hygienic conditions and prevent the risk of product damage.
4.3.3		Adequate segregated storage facilities shall be available to enable incompatible products to be effectively segregated, where required, to minimise the risk of taint or cross-contamination.
4.3.4	XD	The positioning of machinery, equipment, site facilities and services, where provided, shall not jeopardise the integrity of the product, and shall prevent product contamination and damage.
4.3.5	XD	Suitable and sufficient extraction methods shall be provided in areas where fumes may build up (e.g. battery-charging areas). These areas shall also be segregated from product storage areas.
4.3.6		Appropriate storage facilities shall be provided for the control and storage of cleaning and maintenance chemicals, and sited so they shall not compromise the safety, legality and quality of the product.
4.3.7	X	Cleaning facilities, e.g. for tray-washing, shall, where appropriate, be adequately segregated from product handling and storage.
4.3.8		Where products are susceptible to weather damage, vehicles shall be loaded and unloaded in covered bays so as to protect the product, or other effective measures shall be put in place.

4.3.9	Temporary structures constructed during building work or refurbishment etc. shall be designed and located to avoid pest harbourage and ensure the safety and integrity of products.

4.4 Fabrication – product intake, handling, storage and dispatch areas

Construction and maintenance of product handling and storage facilities shall be commensurate with the activities being undertaken by the site and shall not have a detrimental effect on product.

Clause	Requirements
4.4.1 XD	Walls, floors, ceilings and pipe work shall be maintained in good condition and shall be capable of being kept clean.
4.4.2 XD	Floors shall be designed to meet the demands of the operation and, where appropriate, withstand cleaning materials and methods. They shall be impervious and maintained in good repair.
4.4.3 XD	Where there is a need for drainage, it shall be designed and maintained to minimise risk of product damage or contamination and not compromise product safety, quality and legality.
4.4.4 XD	All water supplies used for cleaning, or in connection with any operation in the storage of products, shall be potable, either being drawn from mains supply or suitably treated according to its source.
4.4.5 XD	Building voids shall be accessible for inspection and, where appropriate, cleaning.
4.4.6 X	Adequate lighting shall be provided for all work areas. Suitable and sufficient lighting shall be provided so as to permit effective inspection of product and effective cleaning.
4.4.7 XD	All bulbs and strip lights that are vulnerable to breakage, including those on electric fly killer units, shall be protected by shatterproof plastic diffusers, sleeve covers or a shatterproof protective coating. Where full protection cannot be provided, the glass-management system shall take this into account.
4.4.8 XD	~~Where there is a risk of contamination from glass from window breakage, glass windows shall be protected against breakage or the product shall be adequately protected.~~ Glass or other brittle materials in product handling areas shall be excluded or protected against breakage or the product shall be adequately protected. Procedures for handling glass and other brittle materials (other than product packaging) in identified areas shall be in place and include • a list of items detailing location, number, the type and condition

	• recorded checks of the condition of items, carried out at a specified frequency that is based on the level of risk to the product • details on cleaning or replacing items to minimise the potential for product contamination.
4.4.9 XD	Buildings shall be suitably proofed against the entry of all pests. This shall include as appropriate: • the screening of windows that are designed to be open for ventilation • the provision of external doors that are close-fitting or adequately proofed • ~~where external doors to storage areas are kept open, the adoption of suitable precautions to prevent pest ingress~~ • the fitting of screens and traps to drains to prevent pest entry • the protection of canopies from bird roosting and nesting.
4.4.10 XD	The condition of the building fabric shall be monitored through documented audits. Repairs and improvements identified shall be scheduled.

4.5 Staff facilities

Staff facilities shall be sufficient to accommodate the required number of personnel, designed and operated to minimise the risk of product contamination. Such facilities shall be maintained in good and clean condition and meet any applicable legal requirements.

Clause	Requirements
4.5.1	~~Where open food is stored, toilets shall not open directly into storage areas.~~ All toilets shall be provided with hand-washing facilities comprising: • basins with soap and water at a suitable temperature • adequate hand-drying facilities • hand-wash signs.
4.5.2	Suitable and sufficient hand-cleaning facilities based on risk shall be provided and easily accessible to staff and, where applicable, vehicle drivers. Handwashing shall be performed at a frequency that is appropriate to minimise the risk of product contamination. ~~Such hand-wash facilities may be located within toilet areas.~~
~~4.5.3~~ X	~~Where protective clothing is required, designated changing facilities shall be provided for all personnel, whether staff, visitors or contractors, with direct access to handling and storage areas.~~
4.5.3 XD	Facilities shall be provided for the safe storage of personal items so that such items are not taken into storage areas.
4.5.4 X	The position of catering facilities including vending machines, where provided, shall not jeopardise the safety, legality and quality of the product.

5 Vehicle operating standards

5.1 Vehicle standards

All vehicles used for the transportation of product shall be suitable for the purpose, maintained in good repair and in hygienic condition.

Clause	Requirements
5.1.1 ~~XS~~	The load-carrying area shall be free from loose items, damaged panels or projections which could present a risk of damage to products.
5.1.2 ~~XS~~	The load-carrying area shall be maintained in a suitable condition to prevent the ingress of rain or dampness during transport where the product is vulnerable to weather damage.
5.1.3 ~~XS~~	The load-carrying area shall be maintained in a condition which facilitates ease of cleaning.
5.1.4 ~~XS~~	The load-carrying area shall be inspected prior to loading to ensure it is fit for purpose. This shall ensure that it is (as a minimum): • in a clean condition • walls, ceiling and floor shall be in a good condition, no exposed insulation • door seal shall be intact • no evidence of pest or pest activity • drain holes if present shall be clean and avoid pest entry • internal lights if present, shall be intact • free from strong odours which may cause taint to products • free from excess humidity which may cause growth of moulds. Records of inspections shall be retained.
5.1.5 ~~XS~~	Load supports, lashing points, load lock strips and fastenings shall be maintained in good condition and adequate in number to allow loads to be stabilised effectively during transport. Fastenings for curtain-sided vehicles shall be in good condition and secure.
5.1.6 ~~XS~~	Rear door shutters and tail lifts where fitted shall be in good working order.
5.1.7 X	Where vehicles are equipped with transfer hoses and pumps for the loading or unloading of tankers, these shall be in good condition, hoses capped and securely contained during transport. Any associated product filters shall be maintained in good condition.
5.1.8 X	Where bulk tankers are used for transporting food or other vulnerable products, the company shall ensure compliance with relevant safety and legislative requirements. Records of the vehicle load history and cleaning interventions shall be maintained and available to customers as required.

5.2 Vehicle and load security

Procedures shall be in place to ensure product/load is held under secure conditions during transport and, where appropriate, during loading and unloading to prevent theft or malicious contamination.

Clause	Requirements
5.2.1 ~~XS~~	A documented risk assessment shall be undertaken to identify potential risks to the security of the load during transportation, at cross-docking ~~and~~ when using drop-offs, accepting returns and waste on the same vehicle. Appropriate controls shall be implemented to reduce the risks. The risk assessment ~~should~~shall be reviewed at an appropriate frequency or, as a minimum, annually. and whenever: • a new risk emerges (e.g. a new threat is publicised or identified) • an incident occurs, where product security or product defence is implicated.
5.2.2 ~~XS~~	Access to all vehicles shall be restricted to authorised personnel.
5.2.3 ~~XS~~	Procedures for maintaining the security of the vehicle shall be documented and shall be understood by drivers and delivery staff.
5.2.3 X	The company shall clearly specify the types of products that will be handled, exceptions including any restriction on mixed loads and segregation control where necessary to avoid cross-contamination, mixing of sorts, or taint. This information shall be available and understood by the driver.
5.2.4 X	Where company-owned or contracted vehicles are used for the collection of waste materials from the customer either during the trip i.e drop offs or at the end of the trip, procedures shall be in place which clearly define controls to reduce the risk of contamination from, where applicable: • the types of materials that will be handled and any exceptions. • adequate segregation controls from products being transported to prevent contamination of product and its packaging including returns. • waste handling and spillage controls requirements including cleaning method and materials to be used. • Additional vehicles cleaning requirements before re-use for transporting products. This information shall be made available and understood by the driver.
5.2.5 XS	Where vehicle load areas are fully enclosed, doors shall be locked when vehicles have been loaded. Where seals are used, these shall be checked for integrity before unloading.
5.2.6 XS	Where locks or seals are not fitted to vehicles, alternative security arrangements shall be employed, in accordance with risk, together with inspection procedures. The system shall be sufficient to ensure that if access to the load-carrying area of the vehicle has occurred, this would be evident and action taken to ensure the safety of the products.
5.2.7	Procedures shall be in place for mitigating potential risk to product safety if there is evidence of an incident either before or at the point of loading/ unloading and include details of:

	• appropriate controls to ensure correct reporting of incidents internally, customer and to relevant authorities • manage any potential contamination risk to products.

5.3 Vehicle management

The management of vehicles shall be organised to ensure that legal requirements are met and there is minimal risk of disruption to the service provided.

Clause	Requirements
5.3.1 ~~XS~~	Procedures shall be in place to ensure that road vehicles are maintained in a roadworthy condition to reduce the risk of vehicle breakdown and consequent failure to meet customer requirements.
5.3.2 X	Where legally required, vehicle operators shall be registered with the appropriate authority.
5.3.3 ~~XS~~	Procedures shall be in place in case of vehicle breakdown, accident or incident. The procedures shall ensure that product quality, safety and legality are maintained and ~~should~~shall include: • clear instructions and emergency contact numbers for the drivers • instructions on how to preserve any specific temperature or other environmental controls appropriate to the load • checks required to be made on the load before continuing the journey and recorded.

5.4 Vehicle temperature controls

Where environment control of product (e.g. temperature or controlled atmosphere) is critical to product safety, legality and quality, the operating limits shall be clearly specified, adequately controlled, monitored and recorded.

Clause		Requirements
5.4.1	X	The company shall have a system of validation and ongoing verification in place for ~~The company shall operate procedures to verify that~~ the vehicle and equipment employed- to demonstrate that they are capable of consistently maintaining specified product temperature requirements including under adverse conditions eg: summer months and shall take into consideration ~~at~~: 1. -maximum and minimum loads. 2. loading and unloading operations including at delivery points. In case of equipment failure or deviation of the process from specification, procedures shall be in place to establish the safety status and quality of the product to determine the action to be taken and records maintained.
5.4.2 X		Automatic temperature and time-recording equipment shall be used to monitor and record the temperature of the load-carrying area to ensure that the product temperature remains within specification throughout the journey. Where real time temperature monitoring system is used, temperature records shall be readily accessible. In the absence of such equipment, manual checks shall be carried out

	and recorded at an appropriate frequency. Records of inspections shall be maintained.
5.4.3 X	Where settings can be adjusted, measures shall be in place to verify temperature settings of vehicles prior to loading and dispatch. Vehicles transporting chilled and frozen products shall be chilled before loading or the required air temperature achieved within a defined time of loading commensurate with maintaining the specified product temperature. These amendments shall be completed and verified by trained staff.
5.4.4 X	Loading and unloading operations shall be undertaken in such a way as to maintain product temperature within the specified limits.
5.4 .5 X	A system shall be in place to enable the driver to be made aware if the temperature of the load-holding area varies from the specified limits.
5.4.6 X	In the case of equipment failure, procedures shall be in place to establish the safety and quality status of the product and to determine actions to be taken, prior to release to the customer.

6 Facility management

6.1 Equipment

Equipment shall be suitably designed for the intended purpose and shall be used so as to minimise the risk of damage to, or contamination of, product.

Clause		Requirements
6.1.1 XD		Roll cages, pallet lifts and forklift trucks shall be maintained in a good working condition to prevent damage to product.
6.1.2	XD	If racking is present, it shall be adequately maintained, constructed and periodically inspected for damage. The frequency of inspections shall be determined by a nominated person to suit the operating conditions of the site or other regular intervals based on risk assessment. Record shall be maintained.
6.1.3 XD		All diesel-powered handling equipment, where used, shall incorporate an appropriate exhaust filter system for the removal of particulates that can pose a contamination risk to product.
6.1.4	X	Where automation including robotics is used for storage or distribution activities, a documented risk assessment shall be completed to identify potential risks to product safety, quality and integrity. The risk assessment shall form the basis to define acceptance, calibrating, testing and validation criteria for the robotics system and shall take into account the potential impact of, where applicable: • Product fragility including spillage and damage risk • Handling and storage requirements • Maintain traceability at all times.
6.1.5	XD	Where appropriate, procedures shall be in place to monitor the condition of wooden pallets and plastic trays to prevent the risk of contamination or damage to products.
6.1.6		Knives or other tools provided shall be used in such a way as to prevent damage to products. Snap-off blade knives shall not be used.

6.2 Maintenance

A system of planned maintenance shall be in place covering all items of equipment which are critical to product safety, legality and quality.

Clause	Requirements
6.2.1 X	A documented planned maintenance system shall be in place for plant and equipment that generates and maintains temperature-controlled areas.
6.2.2	The site shall ensure that the safety, legality or quality of product is not jeopardised during maintenance operations.

6.2.3 X	All third-party contractors and engineers shall be aware of and shall adhere to the site's operating standards. Where appropriate, this shall include the site's hygiene standards and contamination control policies.
6.2.4	Cleaning or replacing light fittings and glass shall be done in a manner such as to minimise the potential for product contamination.
6.2.5	Records shall be kept of vehicle and equipment maintenance.
~~6.2.6~~ X	~~Where open food products are stored, handled or transported, food grade lubricants shall be used.~~
6.2.6	Temporary repairs/modifications shall only be permitted in emergencies and where product contamination is not at risk. Such modifications shall be subject to a time limit and shall be recorded and scheduled for correction.

6.3 Calibration and control of measuring and monitoring devices

Measuring equipment used to monitor critical control points and product safety and legality shall be identified. The identified measuring equipment shall be calibrated and adjusted or its accuracy verified.

Clause	Requirements
6.3.1 X	The site shall identify and control measuring equipment used to monitor critical control points and product safety, legality and quality. This shall include, at a minimum: • a documented list of equipment and its location • an identification code and calibration due date • prevention from adjustment by unauthorised staff • protection from damage, deterioration or misuse.
6.3.2 X	The company shall calibrate and where necessary adjust the identified measuring and monitoring devices to ensure accuracy within agreed parameters at a predetermined frequency. Where adjustment is not possible, inaccurate equipment shall be replaced. Results shall be documented.
6.3.3 X	Equipment specified to measure critical control points and product safety and legality shall be traceable to a recognised national standard.
6.3.4 X	Reference measuring equipment shall be calibrated and traceable to a recognised national or international standard and records maintained. The uncertainty of calibration shall be considered when equipment is used to assess critical limits.
6.3.5 X	Records of the results of calibration and verification shall be maintained.
6.3.6 X	The measuring and monitoring devices shall be identified and marked in accordance with calibration requirements.

6.3.7 X	~~The identified measuring and monitoring devices shall be prevented from being adjusted by unauthorised staff.~~ Procedures shall be in place to calibrate, verify or where necessary adjust self-calibrating devices including robotics sensors to ensure accuracy within agreed parameters at a predetermined frequency. Where adjustment is not possible, inaccurate equipment shall be replaced to prevent risk of damage to the products.
~~6.3.6~~ X	~~The identified measuring and monitoring devices shall be protected from damage, deterioration or misuse.~~
~~6.3.7~~ X	~~Procedures shall be in place to record actions taken when the identified measuring and monitoring devices are found not to be operating within specified limits.~~

6.4 Housekeeping and hygiene

Housekeeping and cleaning systems shall be in place which ensure that appropriate standards of hygiene are maintained at all times and that risk of contamination is minimised.

Clause	Requirements
6.4.1	The premises and equipment shall be maintained in a clean and hygienic condition.
6.4.2	Documented cleaning schedules shall be in place and implemented for the building, vehicles, plant and all equipment. The frequency and depth of cleaning shall be based on risk. Cleaning procedures shall include, where applicable: • responsibility for cleaning • item/area to be cleaned • frequency of cleaning • method of cleaning • cleaning chemicals and concentrations • cleaning materials to be used • cleaning records and responsibility for verification. The procedures shall be implemented to ensure appropriate standards of cleaning are achieved.
6.4.3	Cleaning practices shall be completed so as to maintain a suitable environment for the storage and distribution of products. Practices shall minimise risk of contamination to the product.
6.4.4 X	Where clean in place (CIP) systems are in use for cleaning tankers, these shall be designed and operated to ensure effective cleaning, commensurate with the products transported. Alterations or additions to the CIP system shall be authorised by a suitably competent individual before changes are made. A record of changes shall be maintained. The system shall be revalidated at a frequency based on risk and following any alteration or addition.

6.4.5	Adequate staff, facilities and equipment shall be provided to allow cleaning to be undertaken at a level commensurate with the activities being undertaken by the site.
6.4.6	Records shall be maintained of cleaning undertaken. This shall include any cleaning of vehicles carried out by subcontractors (e.g. tanker cleaning) and, where required by customers, cleaning certificates.
~~6.4.6~~	~~Cleaning chemicals shall be fit for purpose, suitably labelled, secured in closed containers and used in accordance with manufacturers' instructions.~~
6.4.7	Where appropriate, the effectiveness of the cleaning and sanitation procedures shall be verified and recorded.

6.5 Waste and waste disposal

There shall be adequate systems for the collection, collation and disposal of waste material.

Clause		Requirements
6.5.1		Systems shall be in place to minimise the accumulation of waste in handling and storage areas, bins shall be emptied at appropriate frequencies and maintained in an adequately clean condition.
6.5.2 X		External waste collection containers and compactors shall be managed in such a manner as to contain products and not attract pests. Containers holding food products or packaging shall be covered or closed.
6.5.3	X	Products that require specific conditions for disposal shall be separated and disposed of using licensed contractors and in compliance with any legal requirements. Records of removal shall be maintained and available
6.5.4 X		In the event that substandard trademarked materials are transferred to a third party for destruction or disposal, that third party shall be in the business of secure product or waste disposal and shall provide records of material destruction or disposal.
6.5.5 X		Surplus customer-branded products or proprietary products shall be disposed of in accordance with customer-specific requirements and records maintained. Customer brand names shall be removed from packed surplus products before the product enters the supply chain unless otherwise authorised by the customer.
6.5.6 X		Where customer-branded products which do not meet specification are sold to staff or passed on to charities or other organisations, this shall be with the prior consent of the brand owner. Processes shall be in place to ensure that all products are fit for consumption and meet legal requirements. Records shall be maintained.
6.5.7 X		Where licensing is required by law for the removal of waste, it shall be removed by licensed contractors and records of removal shall be maintained and available for audit.

6.6 Pest ~~control~~Management

The company shall be responsible for minimising the risk of pest infestation on the site.

Clause	Requirements
6.6.1	Employees shall understand the signs of pest activity and be aware of the need to report any evidence of pest activity to a designated manager.
6.6.2 XD	All products shall be stored so as to minimise the risk of infestation. Where stored-product pests are considered a risk, appropriate measures shall be included in the control programme.
6.6.3 XD	Any stock held for a prolonged period shall be inspected at a regular frequency or at least quarterly to detect any signs of pest activity, damaged or degrading packaging. Records of inspections shall be maintained.
6.6.4 XD	~~If pest activity is identified it shall not present a risk of contamination to products.~~ In the event of evidence of pest activity, immediate action shall be taken to identify at-risk products and to minimise the risk of product contamination. Any potentially affected products shall be subject to the non-conforming product procedure. The presence of any infestation on site shall be documented in pest control records and be part of an effective pest management programme to eliminate or manage the infestation so that it does not present a risk to products.
6.6.5 XD	The company shall either contract the services of a competent pest control organisation, or shall have trained personnel, for the regular inspection and treatment of premises, in order to deter and eradicate infestation. The frequency of inspections shall be determined by risk assessment and shall be documented. The risk assessment shall be reviewed whenever: • there are changes to the building or processes which could have an impact on the pest management programme • there has been a significant pest issue. Service provision regardless of the source shall meet with all applicable regulatory requirements.
6.6.6 XD	Where the services of a pest control contractor are employed, the service contract shall be clearly defined and reflect the activities of the site.
6.6.7 XD	Pest management documentation and records shall be maintained. At a minimum, this shall include: • an up-to-date plan of the full site, identifying pest control devices and their locations • identification of the baits and/or monitoring devices on site • clearly defined responsibilities for the site management and the contractor • details of pest control products used, including instructions for their effective use and action to be taken in case of emergencies • any observed pest activity • details of pest control treatments undertaken.

	Records may be on paper (hard copy) or controlled on an electronic system (e.g. an online reporting system).
6.6.8 XD	Where a site undertakes its own pest management, it shall be able to effectively demonstrate that: • pest management operations are undertaken by trained and competent staff with sufficient knowledge to select appropriate pest control chemicals and proofing methods and understand the limitations of use, relevant to the biology of the pests associated with the site • staff undertaking pest management activities meet any legal requirements for training or registration • sufficient resources are available to respond to any infestation issues • there is ready access to specialist technical knowledge when required • legislation governing the use of pest control products is understood and complied with • dedicated locked facilities are used for the storage of pesticides.
~~6.6.4~~ XD	~~The location of all pest control measures shall be identified on a plan/diagram of the site.~~
6.6.9 XD	~~Results of pest control inspections shall, on a regular basis, be assessed and analysed for trends.~~ Results of pest management inspections shall be assessed and analysed for trends on a regular basis. At a minimum, results of inspections shall be analysed: • annually or • in the event of an infestation. The analysis shall include results from trapping and monitoring devices to identify problem areas. The analysis shall be used as a basis for improving the pest management procedures.
6.6.10 XD	~~Detailed records shall be kept of the pest control inspections, recommendations and necessary actions undertaken.~~ Records of pest management inspections, pest proofing and hygiene recommendations and actions taken shall be maintained. It shall be the responsibility of the site to ensure that all of the relevant recommendations made by its contractor or in-house expert are documented and carried out in a timely manner.
6.6.11 XD	An in-depth, documented pest management survey shall be undertaken at a frequency based on risk, but at least annually, by a pest control expert to review the pest management measures in place. The survey shall: • provide an in-depth inspection of the facility for pest activity • review the existing pest management measures in place and make any recommendations for change. The survey shall be timed to allow access to equipment for inspection where a risk of stored product insect infestation exists.
~~6.6.8~~ ~~XD~~	~~Documentation shall detail the safe use and application of baits and other materials such as insecticide sprays or fumigants.~~

7 Good operating practices

7.1 Receipt of goods

Goods acceptance procedures shall be in place to ensure products are within specification before acceptance.

Clause	Requirements
7.1.1 X	Where specific measurable conditions, such as temperature, are critical to the safety, quality or legality of products, processes shall be in place to ensure requirements are fulfilled before acceptance.
7.1.2 XD	There shall be a procedure for inspection of loads on arrival to ensure that products are free from pest infestation, contamination or damage and are in a satisfactory condition.
7.1.3 XD	Procedures shall also be in place to ensure that the loads or products have been held under secure conditions before acceptance.
7.1.4 XD	Where products are marked with a durability code, the residual shelf life shall be checked to ensure this meets any specified customer minimum and assist in stock rotation.

7.2 Product handling

Product handling and movement shall be carried out to minimise the risk of product damage.

Clause	Requirements
7.2.1	Personnel shall be aware of any products requiring specific handling conditions, and be trained in appropriate procedures. The procedures shall include, as appropriate: • instructions for handling different product types. • segregation of products where necessary to avoid cross-contamination (physical, chemical, microbiological or allergenic), mixing of sorts, or taint. • specific handling requirements to prevent product damage.
7.2.2	The loading of vehicles or shipping containers shall be carried out in a manner which prevents damage, and loads shall be secured to prevent movement during transit.
7.2.3 X	Where products are repacked onto pallets for storage or further distribution, the packing configuration shall prevent the risk of damage (e.g. overhanging cases). Where required, repacked pallets shall be band-wrapped to prevent damage in storage or distribution.
7.2.4 XD	Products shall be stored off the floor either on pallets or racking.

7.3 Environment control

Where the storage environment (e.g. temperature or controlled atmosphere) is critical to product safety, legality and quality, during handling and storage this shall be adequately controlled, monitored, recorded and verified.

Clause		Requirements
7.3.1 X		Monitoring shall be carried out in accordance with product specification requirements and/or specified procedures.
7.3.2	X	~~In circumstances where temperature control is required, manual or automatic temperature and/or time-recording equipment linked to an automatic alarm system shall be used to monitor temperature.~~ Where the storage area is temperature controlled, it shall be capable of maintaining product temperature within specification and operated to ensure specified temperatures are maintained. Temperature recording equipment with suitable temperature alarms shall be fitted to all storage facilities or there shall be a system of recorded manual temperature checks, typically on a frequency which allows for intervention before product temperatures exceed defined limits for the safety, legality or quality of products.
7.3.3 X		In circumstances where a controlled atmosphere is critical to product safety, quality or legality, manual or automatic gas proportioning and/or time-recording equipment shall be used to monitor, at an appropriate frequency, the gas proportions in the controlled atmosphere, and changes to the equipment settings shall only be completed by trained and authorised staff. Where applicable, controls shall be password-protected or otherwise restricted.
7.3.4 X		Facilities shall be adequate to maintain products within the temperature range specified for the product specification.
7.3.5	X	Where temperature control is required, process parameters critical to product safety including product handling and scheduling of transfer operations shall be undertaken so as to maintain temperature control. Procedures shall be established to clearly define acceptable and unacceptable criteria to determine action to be taken and shall take into account: • Maximum limits on the period of time that particular types of products may remain outside a temperature-controlled environment including at loading, unloading and staging areas. • effect of local seasonal temperature variation eg: temperature, condensation, humidity.
7.3.6 X		In the case of equipment failure, procedures shall be in place to establish, in conjunction with the product owner, the safety status and effect on the quality of the product prior to release to distribution. Records shall be maintained.
7.3.7	X	Where temperature, humidity or controlled-atmosphere stores are used, the level of uniformity of the environmental condition under control (e.g. temperature distribution) shall be established, validated and verified at a frequency based on risk and where necessary restrictions on product placement be identified.

7.3.8 X	In the event of changes to equipment, the company shall, where appropriate, re-establish the performance capability within the storage area.

7.4 Physical and chemical product contamination risk

Appropriate facilities and procedures shall be in place to control the risk of physical or chemical contamination of product including allergens.

Clause	Requirements
~~7.4.1~~	~~Detailed written procedures for handling glass and brittle material breakages in the storage, product-handling or load-carrying area of vehicles shall be in place to ensure the necessary precautions are taken.~~
7.4.1	All spillages or breakages that pose risk of product contamination shall be recorded in an incident report.
7.4.2	Processes shall be in place to manage the use, storage and handling of non-food chemicals to prevent chemical contamination. These shall include, at a minimum: • an approved list of chemicals for purchase • availability of material safety data sheets and specifications • confirmation of suitability for use • avoidance of strongly scented products • the labelling and/or identification of containers of chemicals at all times • a designated storage area with restricted access to authorised personnel • use by trained personnel only.
7.4.3	Cleaning chemicals shall be stored in a secured, designated location, in closed containers. Chemicals that are strongly scented or could give rise to taint and odour contamination shall not be used.
~~7.4.3~~ ~~X~~	~~Where allergenic materials are stored or transported, the potential risk of cross-contamination shall be assessed and any necessary additional spillage controls incorporated. Where allergenic materials are packaged in a format at particular risk of damage (e.g. paper sacks) designated storage areas shall be used to reduce risk of damage and cross-contamination of other products.~~

7.5 Stock rotation

Procedures shall be in place to ensure products are used in the correct order and within the allocated shelf life.

Clause	Requirements
7.5.1	Receipt documents and/or product labelling shall facilitate correct stock rotation.
7.5.2 XD	An effective system shall be in place for identifying the location of stock within the storage area to facilitate stock rotation.

7.5.3 XD	Product shall be handled with due regard to stated shelf life for onward sale, and shall be in compliance with minimum specified shelf life on delivery where this is specified by customers.

7.6 Product release

The company shall ensure that product is not released unless all release procedures have been followed.

Clause		Requirements
7.6.1	XD	Where products require positive release, procedures shall be in place to ensure that the release does not occur until all release criteria have been met and the release has been authorised. Records shall be retained.
7.6.2	XD	In circumstances where release of product is authorised by the owner of the products or legal clearance (e.g. customs), the management shall have systems in place to ensure that authority for release has been provided prior to dispatch. Evidence of authorisation shall be retained.

7.7 Management of allergens

The site shall have a system for the management of allergenic materials which minimises the risk of allergen contamination of products.

Clause		Requirements
7.7.1	X	Company shall have a procedure in place to ensure that the potential risk of allergen contamination of products is minimised. This shall take into account particular packaging formats of products that are: • at an increased risk of damage • physical state of the product (i.e. powder, liquid, particulate).
7.7.2 X		Documented allergen management plan shall be established to mitigate cross contamination risk to products. Control measures shall take into consideration: • spillage controls • specific handling procedures to reduce product damage • any additional controls requested by the customer/ product owner eg: segregation control based on manufacturing guidance/ specifications.
7.7.3 X		Spillage procedures shall be designed to remove or reduce to acceptable levels any potential cross-contamination by allergens. The cleaning methods shall be validated to ensure that they are effective, and the effectiveness of the procedure routinely verified.

8 Personnel

8.1 Training and competency

The company shall ensure that all employees are adequately trained, instructed and supervised to a degree commensurate with their activity and are demonstrably competent to carry out their activity.

Clause	Requirements
8.1.1	All personnel, including agency or temporary personnel and contractors, shall be appropriately trained prior to commencing work and adequately supervised throughout the working period.
8.1.2	The company shall have documented training procedures and documented training records to demonstrate that the training is appropriate and effective. These shall include, at a minimum: • identifying the necessary competencies for specific roles • providing training or other action to ensure staff have the necessary competencies • reviewing the effectiveness of training
8.1.3	Records of all training shall be available. These shall include, at a minimum: • the name of the trainee and confirmation of attendance • the date and duration of the training • the title or course contents, as appropriate • the training provider • for internal courses, a reference to the material, work instruction or procedure that is used in the training. Where training is undertaken by agencies on behalf of the company, records of the training shall be available.
8.1.4 X	Where personnel are engaged in activities relating to critical control points (CCPs), they shall receive specific training relevant to the CCPs. Where personnel carry out activities which could affect product safety, legality and quality, the company shall ensure that personnel have been trained in the best-practice operating principles for the particular task.
8.1.5	The company shall routinely review the competencies of staff and provide relevant training as appropriate. This may be in the form of training, refresher training, coaching, mentoring or on-the-job experience.

8.2 Personal hygiene

The site's personal-hygiene standards shall be documented and adopted by all personnel, including agency staff and visitors to the location, with due regard to risk of product contamination.

Clause	Requirements

8.2.1	The site's personal-hygiene standards shall include policy for the following: • the wearing of protective clothing/work-wear • the wearing of jewellery • smoking, eating and drinking • hand-cleaning/personal hygiene • reporting of sickness.
8.2.2	The requirements for personal hygiene shall be communicated to all personnel, agency staff and visitors. Compliance with the requirements shall be checked regularly.
8.2.3	Smoking (where permitted under law) or electronic cigarettes, eating and drinking shall only be permitted in designated areas and shall not be permitted in storage and product-handling areas. Adequate arrangements for dealing with smokers' waste shall be provided at smoking facilities.
8.2.4 XR	Where work-wear is provided, this shall be maintained in a good and clean condition.
~~8.2.5~~ ~~X~~	~~Protective clothing shall be provided for those employees working with open food. The protective clothing shall be designed and maintained so as not to pose a contamination risk to the product.~~
~~8.2.6~~ ~~X~~	~~Protective clothing shall be laundered effectively on a regular basis. A system shall be in place to ensure the effectiveness of the laundering process.~~
~~8.2.7~~ ~~X~~	~~Disposable protective clothing, if used, shall be subject to adequate control to avoid product contamination.~~
~~8.2.8~~ ~~X~~	~~All hair shall be fully contained to prevent product contamination.~~
8.2.5 ~~X~~	All cuts and grazes on exposed skin shall be covered by an ~~a contrasting-coloured~~appropriately coloured plaster that is site-issued and monitored.
8.2.6	Processes and written instructions for staff shall be in place to control the use and storage of personal medicines, so as to minimise the risk of product contamination.
8.2.7 X	Where permitted by law, visitors and contractors shall be required to fill in a health questionnaire or otherwise confirm that they are not suffering from any symptoms which may put product safety at risk, prior to being allowed into storage areas.
8.2.8 X	There shall be a procedure for the notification by employees, including temporary employees, of the details of any relevant infectious disease or condition with which they may have come into contact or from which they may be suffering. Expert medical advice shall be sought where required.

9. Handling of Open product (limited to activities specified in Part 1- Scope of Applicable Products)

Where a site handles open products, all the relevant requirements from sections 1–8 of the Standard must be fulfilled in addition to the requirements in this section.

9.1 Hazard and risk analysis

The site shall be able to demonstrate that facilities and controls are suitable to prevent pathogen contamination of open products.

Clause	Requirements
9.1.1	The map of the site (see clause 2.8) shall include areas where the product is at different levels of risk from contamination. The map shall show: • open products handling areas • pre- packed product areas This shall take into account when determining the prerequisite programmes for the particular areas of the site to reduce risk of cross contamination.
9.1.2	Where open products prone to microbial growth (see clause 2.9) are handled, a documented risk assessment shall be completed to determine the risk of cross-contamination with pathogens during storage and transportation. The risk assessment shall take into account the potential sources of microbiological contamination and include: • the nature of products • the flow of products, packaging (where applicable), equipment, personnel and waste • air quality • a programme of environmental control and monitoring (where appropriate) • the provision and location of utilities.
9.1.3	Effective processes shall be in place to protect the final product from microbiological contamination. These processes may include segregation, management of process flow or other controls.

9.2 Staff Facilities

Clause	Requirements
9.2.1	Suitable and sufficient hand-washing facilities shall be provided at access to open product handling areas. Such hand-washing facilities shall provide, at a minimum: • advisory signs to prompt hand washing • a sufficient quantity of water at a suitable temperature • liquid/foam soap • single-use towels or suitably designed and located air driers.

9.2.2	Where open food is stored, toilets shall not open directly into storage areas and hand wash facilities cannot be located within the toilets.
9.2.3 X	Where separate changing facilities are required, it shall incorporate the following: • protective clothing be worn. • clear instructions for the order of changing into and out of dedicated protective clothes to prevent the contamination of clean clothing. • a hand-washing routine during the changing procedure to prevent contamination of the clean clothing.

9.3 Fabrication – product intake, handling, storage and dispatch areas

Clause	Requirements
9.3.1 X	Where products come into direct contact with water, steam, ice, air, compressed air or other gases, the microbiological and chemical quality shall be regularly monitored based on risk assessment. These shall present no risk to product safety or quality and shall comply with relevant legal regulations.

9.4 Maintenance

Clause		Requirements
9.4.1		Where open food products are stored, handled or transported, food grade lubricants shall be used and be of a known allergen status.

9.5 House Keeping and Hygiene

Clause		Requirements
9.5.1		Risk based limits for acceptable and unacceptable cleaning performance shall be defined for areas where open products are handled. These limits shall be based on the potential hazards relevant to the product and handling operation. Therefore, acceptable levels of cleaning may be defined by visual appearance, microbiological testing, allergen testing or chemical testing as appropriate. The site shall define the corrective action to be taken when monitored results are outside of the acceptable limits.
9.5.2		Where cleaning procedures are part of a defined prerequisite plan to control the risk of a specific hazard, the cleaning and disinfection procedures and frequencies shall be validated, and records maintained. When designing and validating cleaning procedures, manufacturer's instruction must be followed.

9.6 Protective clothing

Clause	Requirements
9.6.1	A documented risk assessment shall be completed to determine protective clothing required by employees to control contamination risk to open product. Where risk assessment has determined that protective clothing is not required, it shall be fully justified, documented and not pose a contamination risk to the product.
9.6.2	The company shall document and communicate to all employees (including agency and temporary personnel), contractors or visitors the rules regarding the wearing of protective clothing in specified areas. This shall also include policies relating to the wearing of protective clothing away from the product handling area (e.g. removal before entering toilets and use of canteen and smoking areas).
9.6.3	Protective clothing shall be laundered effectively on a regular basis. A system shall be in place to ensure the effectiveness of the laundering process.
9.6.4 X	Disposable protective clothing, if used, shall be subject to adequate control to avoid product contamination.
9.6.5	All hair shall be fully contained to prevent product contamination.
9.6.6	All cuts and grazes on exposed skin shall be covered by a contrasting-coloured plaster that is site-issued and monitored.

10. Wholesale module

For the purpose of the Standard, wholesalers are defined as companies that purchase product (take legal title) for resale to other businesses, i.e. not to the final consumer. The Standard can only be applied to wholesalers that have storage facilities under their direct control where purchased product is received, and which either deliver this product to customer businesses or allow customer businesses to collect.

Where the company applies for certification to the wholesale module, all relevant requirements from the core Global Standard for Storage and Distribution (sections 1 to 9~~8~~) must also be fulfilled in addition to the applicable requirements outlined in this module.

Wholesaling requirements are divided into three ~~two~~ sets:

- Section 10 requirements are applicable to both branded and wholesalers own and customer exclusive branded products (Section 10A & 10B).
- Section 10A~~9~~ requirements are applicable to the purchase and wholesaling of branded products.
- Section 10B requirements are applicable to:
  - wholesalers who sell products under their own brand name
  - and/or wholesale branded products sold under a brand label exclusive to the wholesaler
  - and/or branded products developed to customer/wholesaler specification and sold by wholesaler as customer exclusive products.

The requirements of sections 10A~~9~~ or 10B or both shall be applied according to the nature of the products stored and distributed by the wholesaler.

10 Wholesale – applicable to both section 10A & 10B

10.1 Traceability

The wholesaler shall be able to trace all product lots back to the last manufacturer and forward to the customer of the company.

Clause	Requirements
10.1.1	The company shall maintain a traceability system for all batches of product which identifies the last manufacturer or, in the case of primary agricultural products, the packer or place of last significant change to the product. Records shall also be maintained to identify the recipient of each batch of product from the company.
10.1.2	The company shall test the traceability system at least annually to ensure that traceability can be determined back to the last manufacturer and forward to the recipient of the product from the company. This shall include identification of the movement of the product through the chain from the manufacturer to receipt by the company (e.g. each movement and intermediate place of storage). The traceability test shall include the reconciliation of quantities of product received by the company for the chosen batch or product lot. Traceability

	~~should~~shall be achievable within 4 hours (1 day when information is required from external parties).

10.2 Management of product withdrawal and product recall

The wholesaler shall have a plan and system in place to enable the withdrawal and recall of products ~~should~~shall this be required.

Clause	Requirements
10.2.1	The company shall have a documented product withdrawal and recall procedure. This shall include, as a minimum: • identification of key personnel constituting the recall management team, with clearly identified responsibilities • guidelines for deciding whether a product needs to be recalled or withdrawn, and the records which need to be maintained • an up-to-date list of key contacts (including out-of-hours contact details) or reference to the location of such a list (e.g. recall management team, emergency services, suppliers, customers, certification body, regulatory authority) • a communication plan, including the provision of information to customers, consumers and regulatory authorities in a timely manner • details of external agencies providing advice and support as necessary (e.g. specialist laboratories, regulatory authorities and legal experts) • a plan to handle the logistics of traceability, recovery or disposal of affected product, and stock reconciliation. The procedure shall be operable at any time.
10.2.2	The product recall and withdrawal procedures shall be tested, at least annually, in a way that ensures their effective operation. Results of the test shall be retained and shall include timings of key activities. The results of the test and of any actual recall shall be used to review the procedure and implement improvements as necessary.
10.2.3	In the event of a product recall being initiated by the wholesaler, the certification body that issued the current certificate for the site against this Standard shall be informed within 3 working days of the decision to issue a recall.

10A Purchasing – branded products

The company shall have systems in place to ensure that products which are purchased for resale are safe, legal and meet customers' expectations of quality.

10.A.1 Supplier approval and performance monitoring

The wholesaler shall operate procedures for approval and monitoring of its suppliers of purchased product.

Clause	Requirements
10A.1.1	The company shall have a documented supplier approval procedure which shall be risk-based and clearly define the criteria to be met. The approval process shall consider the type of product and manufacturing facility, where the product was manufactured and potential risks in the supply chain to the point of receipt of the goods by the wholesaler. Supplier approval may be based on: • enforceable warranties from the supplier • historical trading relationship and brand reputation • ~~supplier manufacturing site questionnaire~~ • ~~certification of the manufacturing site, e.g. BRC Global Standards~~ • ~~reliable third-party audit of the manufacturing site~~ • supplier inspection • demonstrable controls in place by a selling agent or broker. . Information to enable the approval of the manufacturer, packer or consolidator, shall be obtained from the agent/broker, unless the agent/broker is themselves certificated to a BRC Standard (e.g. BRC Global Standard for Agents and Brokers) or a standard benchmarked by GFSI. • a valid certification to the applicable BRC Global Standard or GFSI-benchmarked standard. The scope of the certification shall include the products purchased • supplier audits, with a scope to include product safety, traceability, HACCP review and good manufacturing practices, undertaken by an experienced and demonstrably competent product safety auditor. Where the supplier audit is completed by a second or third party, the company shall be able to: ◦ demonstrate the competency of the auditor ◦ confirm that the scope of the audit includes product safety, traceability, HACCP review and good manufacturing practices ◦ obtain and review a copy of the full audit report • where a valid risk-based justification is provided and the supplier is assessed as low risk only, a completed supplier questionnaire may be used for initial approval. The questionnaire shall have a scope that includes product safety, traceability, HACCP review and good manufacturing practices, and it shall have been reviewed and verified by a demonstrably competent person
10A1.2	There shall be a defined process for the ongoing assessment of approved suppliers based on risk and defined performance criteria including complaints~~.~~ and a formal review completed at least annually. Records of the review shall be kept. The process shall be fully implemented.
10A.1.3	The procedures shall define how exceptions are handled, e.g. the purchase of products where audit or monitoring has not been undertaken.

10B Purchasing and management of wholesaler own-label products, ~~and~~ wholesaler exclusive brands and customer/wholesler specified exclusive brands sold by the wholesaler

10B.1 Supplier approval and performance monitoring

The wholesaler shall operate procedures for approval and monitoring of the manufacturers and packers of own-label and exclusive brand products.

Clause	Requirements
10B.1.1	The company shall have a documented supplier approval procedure which identifies the process for the initial and ongoing approval of suppliers and manufacturers/processors of each product traded. The requirements shall be based on the results of a documented risk assessment that shall include consideration of: • the nature of the product and associated risks • customer-specific requirements • legislative requirements in the country of sale or importation of the product • source or country of origin • potential for adulteration or fraud.
10B.1.2	The approval and monitoring procedure shall be based on risk and include one or a combination of: • certification (e.g. to BRC Global Standards or other GFSI-recognised scheme). The scope of the certification shall include all materials purchased • supplier/third-party audits, with a scope to include product safety, traceability, HACCP review and good manufacturing practices, undertaken by an experienced and demonstrably competent product safety auditor. Where the supplier audit is completed by a second or third party, the company shall be able to: ◦ demonstrate the competency of the auditor ◦ confirm that the scope of the audit includes product safety, traceability, HACCP review and good manufacturing practices ◦ obtain and review a copy of the full audit report • ~~or, for suppliers assessed as low risk only, supplier questionnaires.~~ where a valid risk-based justification is provided and the supplier is assessed as low risk only, a completed supplier questionnaire may be used for initial approval. The questionnaire shall have a scope that includes product safety, traceability, HACCP review and good manufacturing practices, and it shall have been reviewed and verified by a demonstrably competent person Where approval is based on questionnaires, these shall be re-issued at least every 3 years and suppliers will be required to notify the site of any significant changes in the interim. The site shall have an up-to-date list of approved suppliers.

10B.1.3	There shall be a documented process for the ongoing assessment of approved suppliers based on risk and defined performance criteria, including complaints. The process shall be fully implemented, and a formal review completed at least annually. Records of the review shall be kept.
10B.1.4	There shall be a documented procedure to define use of exceptions or emergency supplier approval processes. When a site produces customer-branded product, the customer shall be made aware of the relevant exceptions.

10B.2 Customer Focus and Communication

The wholesaler shall ensure that any customer-specific policies or requirements are understood, implemented and clearly communicated to the relevant staff and the relevant suppliers of products and services.

Clause	Requirements
10B.2.1	The company shall have a system for identifying whether customers have specific requirements. Where there are specific requirements, they shall be made known to the relevant staff within the company and kept up to date.
10B.2.2	Where specific customer policies need to be enacted by the manufacturing, processing or packing site, the company shall have effective processes to communicate them to the relevant suppliers of products and services (e.g. product specifications, contracts with suppliers/service providers or codes of practice). Records shall be available to demonstrate that where the company has been notified of relevant requirements, these have been communicated to the relevant immediate suppliers, and there is supporting documentation to confirm that the suppliers have understood and implemented the requirements.
10B.2.3	Where required by the customer, the company shall provide information to enable the last manufacturer or processor of the product to be approved. This shall include the identity of this manufacturer or processor.

10B.3 Product authenticity

The wholesaler shall ensure that systems are in place to minimise the risk of purchasing fraudulent or adulterated products.

Clause	Requirements
10B.3.1	The company shall have processes in place to access information on historical and developing threats to the supply chain that may present a risk of adulteration or substitution of products. Such information may come from: • trade associations • government sources • private resource centres.
10B.3.2	A documented vulnerability assessment shall be carried out on all products to assess the potential risk of adulteration or substitution. This shall take into account:

	• historical evidence of substitution or adulteration • economic factors which may make adulteration or substitution more attractive • ease of access to product through the supply chain • sophistication of routine testing to identify adulterants • nature of the raw materials. The vulnerability assessment shall be kept under review to reflect changing economic circumstances and market intelligence which may alter the potential risk. It shall be formally reviewed on an annual basis.
10B.3.3	Where products are identified as being at particular risk of adulteration or substitution, appropriate assurance and/or testing processes shall be in place to reduce the risk.

10B.4 Product design/development

The wholesaler shall ensure that the development and product approval process ensures that products are safe and legal and that a hazard analysis study is undertaken.

Clause	Requirements
10B.4.1	There shall be a procedure for the assessment and approval of products to be sold as wholesaler own-brand or exclusive brands which shall include: • a project brief defining the requirements for the products to be developed • a process for reviewing product samples against the brief • a formal product approval process.~~.~~
10B.4.3	The wholesaler shall, where appropriate, ensure that suppliers undertake factory trials and carry out thorough product conformity checks to verify that product formulation and manufacturing processes are capable of producing a safe and legal product.
10B.4.4	The wholesaler shall have a process to ensure that the product label is legal for the known designated country of sale and in accordance with the appropriate product specification. Depending on the legislation, this shall include information to allow the safe handling, display, storage, preparation and use of the product within the supply chain or by the customer. There shall be a process to verify that labelling of ingredients, allergens and allergen cross contamination is correct based on the product recipe and the expected country of sale.
10B.4.5.4	Wholesalers shall have processes in place to ensure that they are notified of changes in product formulation or process and that any such changes have been adequately assessed for safety and legality.
10B.4.6	Product shelf life shall be established, taking into account product formulation, packaging, factory environment and subsequent storage conditions. The shelf life shall be approved by the wholesaler.
10B.4.7	The wholesaler shall ensure that shelf life trials are undertaken using documented protocols, and results documented and retained. Where shelf-life trials prior to production are impractical, for instance for some long-life products, a documented science-based justification for the assigned shelf life shall be produced.

10B.5 Specifications

The company shall ensure that appropriate specifications exist for all wholesaler own-brand, ~~and~~ wholesaler exclusive products and/or customer specified exclusive products.

Clause	Requirements
10B.5.1	Specifications shall be adequate and accurate, and ensure compliance with relevant safety and legislative requirements. These shall include key data to meet legal requirements and assist the user in the safe usage of the product. These may be in the form of a printed or electronic document, or part of an online specification system.
10B.5.2	Specifications shall be reviewed whenever products change (e.g. ingredients, processing methods) or at least every 3 years to ensure adequacy and status. The date of review and the approval of any changes shall be recorded.

10B.6 Product inspection and analysis

The wholesaler shall undertake or subcontract product inspection and analyses that are critical to confirm product safety, legality and quality, using appropriate procedures, facilities and standards.

Clause	Requirements
10B.6.1	Monitoring of incoming products for compliance to specification shall be based on risk assessment. Inspection method, frequency of inspection and procedures shall be specified and documented. Suppliers of incoming materials, as appropriate, shall provide evidence of guarantees, certifications/declarations of analysis or certificates of conformity.
10B.6.2	Where claims are made about products handled or the raw materials used, including the provenance, chain of custody and assured or 'identity preserved' status supporting information shall be available from the supplier or independently to verify the claim.
10B.6.3	Where the wholesaler undertakes analyses that are critical to product safety or legality, the laboratory or subcontractors shall have gained recognised laboratory accreditation or operate in accordance with the requirements and principles of ISO 17025.
10B.6.4	Personnel undertaking product testing and analyses shall be suitably qualified and/or trained, and be shall be competent to carry out the analyses required.

11. Cross Docking

Scope: Definition

For the purpose of the standard, Cross-docking is defined as the process of unloading products from incoming vehicles, sorting, staging and loading products onto the outbound vehicles at locations different from the main certificated facility. Cross-dock facilities are either under the control of or have a legal or contractual relation to the main certificated site. Where cross docking occurs at the certificated site, this activity will be covered under the main certification audit.

Exclusions from scope

Postal & Courier distribution services are not included within scope of this module. Repacking, labelling or other secondary packing operations (on packed product), these are not covered under the scope of this module.

Audit Protocol

1. **General Rules Main Certificated Site:**
   - 1.1. Where the company applies for certification to the cross-dock module, all relevant requirements from the core Global Standard for Storage and Distribution (sections 1 to 9) must also be fulfilled in addition to the applicable requirements outlined in this module.
   - 1.2. Cross dock module shall be included within scope of the main certificated site. Where the site is eligible for multi-site sampling plan (see below) this shall be requested and agreed with the certification body prior to their main audit.
   - 1.3. Main certificated site shall manage and maintain interactions with the cross-dock facilities for the activities related to the scope of certification.
   - 1.4. The main certificated site shall have authoritative control of the product safety management system of all cross-dock facilities and shall be responsible for issuing, maintaining and retaining relevant documentation related to cross dock activity, where appropriate,
   - 1.5. There must be an internal audit program for all cross-dock facilities under the control of main certificated site. A risk-based approach shall be taken based on products handled and activities undertaken however all facilities shall be audited at least annually.
   - 1.6. Internal audit reports shall be reviewed by the main site and include addressing the non-conformities resulting from the internal audit.
   - 1.7. The main certificated site shall be audited by the certification body before the certification body undertakes the auditing of sampled sites. If necessary, a small number of the multi-site sample sites may be audited prior to the audit of the main site.
   - 1.8. In the event that non-conformities are found when auditing sites which may raise concerns on conformity of the organisation, the Certification Body shall increase the sample size to ensure adequate confidence in the conformity of the organisation.

2. **Site Selection**

A certificated site can choose between two possibilities of auditing for their cross-dock facilities:

2.1 Single audit for each cross-dock facility - Every cross-dock facility shall be audited separately, shall be subject to its own report, corrective action plan and certificate. The certificate validity is 12 months. After this period, a full new audit shall be

repeated. The audit of the main certificated site shall always take place before the audit of cross dock facility.

2.2 Multi-site sampling audit programme for all cross-dock facilities – Cross dock facilities can be subject to a risk-based sampling programme that includes a minimum sample.

2.2.1 Multi- Site Sampling Programme:

The sampling programme shall include:

a. The minimum sample size shall be determined by square root of the total number of cross dock facilities (as illustrated in table below).

No. of sites	Minimum sample size
<9	3
9-16	4
17-25	5
26-36	6
36-49	7
50- 64	8
65-81	9
82-100	10
Over 100	Roundup number of square root of total number of facilities

b. The sampling programme shall also be risk based and take following into consideration:

- 25 % of the facilities shall be selected at random. These 25 % are to be chosen from the sites which were not audited in the previous year.
- 75 % of the sample shall partly be selected by following factors, where applicable:
  - Results of internal audits and reviews
  - Previous audits performance of that facility
  - Records of complaints and other relevant aspects of corrective and preventive actions
  - Complexity of product types handled at the facility eg: ambient, chilled, frozen.
  - Modifications since the last audit
  - Newly opened sites

3. Initial Audits

- In the first-year number of sites identified above (Section 2 Site Selection) shall be audited within three months of the main certification audit date.
- All facilities within the sampling programme must pass their audit to achieve certification against this module.
- Site selection for multi-site sampling programme shall be risk based and take the following into consideration:
  - Results of internal audits
  - Records of complaints and other relevant aspects of corrective and preventive actions
  - Complexity of product types handled at the facility eg: ambient, chilled, frozen.

4. Ongoing audit frequency

- Audits to the cross facilities shall be announced irrespective of whether the main certificated site undertakes announced or unannounced audit and completed at least three months prior to re-audit due date of the main certification audit of the company.

- Where multi-site sampling plan is undertaken, certification body audit sampling program shall be reviewed, and audits completed annually against a defined sample size.
- The certification body gets the right to expand the number of sites to be audited (within the sampling program) in where required.

5. Audit Reporting & Certification

- 'Pass' or 'Fail' grade shall be awarded following successful completion of all cross-dock module audits.
- If a facility fails their audit, the company in turn will fail to gain certification against cross dock module. Where certification has previously been awarded, this shall initiate the Certification Body's process to withdraw their certification and reissue the certificate without the cross-dock module within the scope of certification.

6. New Cross Dock Facilities

- Once certification has been granted, if the company wishes to add a new cross dock facility, certification body must be notified.
- Certification body will conduct a review to determine whether the new facility can be included within the current scope of certification or a visit prior to the next certification audit cycle is required. This review shall be based on:
  - Results of internal audits and reviews (where available) conducted by the main certificated site
  - Complexity of product types handled at the facility eg: ambient, chilled, frozen.

11 Requirements of the Cross-Docking Module

11.1 Traceability & Mass balance

The site shall be able to trace movement of products through cross dock facility including any returns and vice versa.

Clause	Requirements
11.1.1	The site shall maintain a traceability system for all batches of product which are cross docked including vehicle information.
11.1.2	The site shall test the traceability system across the range of product groups to ensure traceability can be determined from order through to delivery to customer and vice versa, including quantity check/mass balance. The traceability test shall include a summary of the documents that shall be referenced during the test, and clearly show the links between them.
11.1.3	The test shall occur at a predetermined frequency, at a minimum annually, and results shall be retained for inspection. Traceability shall be achieved within 4 hours of notification.

11.2 Product Handling & Returns

The site shall operate to procedures and/ or work instructions that ensure the handling of consistently safe and legal product with the desired quality characteristics, in compliance with Hazard and Risk Analysis or HACCP plan.

Clause	Requirements

11.2.1	The company shall provide clear guidelines on any restrictions to products or process steps to control the introduction of hazards during handling and transportation which would make the product unacceptable to the site or customers (e.g. physical risk, microbiological risk, chemical risk). This shall take into consideration specific handling requirements for incompatible products e.g.: handling of chemicals with food items.
11.2.2	Documented process specifications and/ or work instructions shall be available for the key process steps involved in the handling of products to ensure product safety, legality and quality. The process specifications and / or work instructions shall be in accordance with the critical product safety parameters shall be understood, made available to relevant staff and shall include, as appropriate: • Special handling requirements for mixed products • Temperature limits and handling requirements for temperature sensitive products • Damages/ Reject Criteria • any additional prerequisites or control points identified in the Hazard and Risk Analysis or HACCP plan.
11.2.3	Procedure for product return shall be documented and understood by relevant staff including drivers. Site shall investigate any returned product to ensure that any out-of-specification product is effectively investigated and managed to prevent unauthorised release.
11.2.4	Information on product returns shall be used to analyse significant trends and where possible, instigate preventive action to reduce the occurrence of product safety issues and to implement ongoing improvements to product safety, legality and quality, and to avoid re-occurrence.

11.3 Environmental Controls

Where the environmental conditions (e.g. temperature or controlled atmosphere) are critical to product safety, legality and quality, during handling and transportation this shall be adequately controlled, monitored, recorded and verified.

Clause	Requirements
11.3.1	Process parameters critical to product safety shall be validated, adequately controlled, monitored at a suitable frequency and recorded to ensure product safety, legality and quality at all times. These shall include where appropriate: • managing temperature sensitive product handling and transfer between temperature-controlled and ambient areas • scheduling of removal of temperature sensitive products prior to loading • segregation controls including on vehicles • delays • effect of local variation- temperature, condensation, humidity. Limits of acceptable and unacceptable criteria must be clearly defined, and procedures shall be in place to establish safety status and quality of product to determine action to be taken.

12 Ecommerce

Scope: Definition

For the purpose of the Standard, Ecommerce is defined as companies selling finished goods or products online to other businesses and final consumer. This module can only be applied to companies that have storage facilities under their direct control and where products in scope of the main standard) are received, sorted, packed to order and delivered to customer businesses or directly to the customer. Online sale activity is not in scope of the module. Where the company applies for certification to the Ecommerce module, all relevant requirements from the core Global Standard for Storage and Distribution (sections 1 to 9) must also be fulfilled in addition to the applicable requirements outlined in this module.
Where company purchases products for resale which are covered under the wholesale module and intend to use them for e-commerce activities, site must include Module10 Wholesale, within the scope of their certification. Where repacking, labelling or other secondary packing operations (on packed product) is completed, the main certificated site must include Module 13 Contract packing (repacking, assembly packing) within the scope of their certification.

Exclusions from scope

Postal & Courier distribution services are not included within scope of this module.

12 Requirements of E Commerce Module

12.1 Senior Management Commitment

The site's senior management shall demonstrate that they are fully committed to the implementation of the requirements of this module which are critical to product safety, legality and quality.

Clause	Requirements
12.1.1	The company shall be aware of legislation and codes of practice relating to the safe delivery of products ordered via the internet (including e-commerce) to the customer in the country where the product is sold.

12.2 Customer Contractual agreement

The site's senior management shall ensure that processes are in place to determine customer expectations, define the requirements based on legislation and ensure that these are fulfilled.

Clause	Requirements
12.2.1	Contracts or formal agreements shall exist between the company and customer which clearly defines service expectations and ensure potential risks associated with the service have been addressed. This shall include information on, where appropriate: • Delivery periods

	• Specific product handling instructions • Change/Cancellation option • Substitution policy • Return policy • Contact details
12.2.2	Where product information is displayed online, the company shall have documented procedures to verify the accuracy and legality of product information at the point of display. These shall include, as applicable: • Labelling information • Allergen information • Compliance with relevant legal compositional requirements • Compliance with quantity or volume requirements. Where such responsibilities are undertaken by an external service provider, this shall be clearly stated in the service contract.

12.3 Traceability & Mass balance

The site shall be able to trace products through order receipt, picking, packaging, distribution and delivery to customer including any returns and vice versa.

Clause	Requirements
12.3.1	The site shall test the traceability system across the range of product groups to ensure traceability can be determined from customer order through to delivery to customer and vice versa, including quantity check/mass balance. The traceability test shall include a summary of the documents that shall be referenced during the test, and clearly show the links between them.
12.3.2	The test shall occur at a predetermined frequency, at a minimum annually, and results shall be retained for inspection. Traceability shall be achieved within 4 hours of notification.

12.4 Product Handling and returns

The site shall operate to procedures and/or work instructions that ensure the handling of consistently safe and legal product with the desired quality characteristics, in compliance with Hazard and Risk Analysis or HACCP plan.

Clause	Requirements
12.4.1	The company shall provide clear guidelines on any restrictions to products or process steps to control the introduction of hazards during packaging and transportation which would make the product unacceptable to the site or customers (e.g. physical risk, microbiological risks, chemical risk). This shall take into consideration specific handling and packaging requirements for incompatible products e.g.: packing of chemicals with food items or high-risk products with low risk products.

12.4.2		Documented process specifications/work instructions shall be available for the key process steps involved in the packaging of products to ensure product safety, legality and quality. The specifications/work instruction as appropriate shall include: • Special handling requirements for mixed products • Temperature limits for temperature sensitive products • Special packaging format and packaging material to be used • Damages/ Reject Criteria • Labelling instructions • Coding and shelf-life marking • any additional pre- requisites/ control points identified in the Hazard and Risk Analysis or HACCP plan. Process specifications/ Work Instruction shall made available and understood by the relevant staff.
12.4.3		Procedure for product return shall be documented and shall be understood by relevant staff including drivers. Site shall investigate any returned product to ensure that any out-of-specification product is effectively investigated and managed to prevent unauthorised release.
12.4.4		Information on product returns shall be used to analyse significant trends and where possible, instigate preventive action to reduce the occurrence of product safety issues and to implement ongoing improvements to product safety, legality and quality, and to avoid recurrence.

12.5 Environmental Controls

Where the storage environment (e.g. temperature or controlled atmosphere) is critical to product safety, legality and quality, during handling, storage and transportation this shall be adequately controlled, monitored, recorded and verified.

Clause		Requirements
12.5.1		Process parameters critical to product safety shall be validated, adequately controlled, monitored at a suitable frequency and recorded to ensure product safety, legality and quality at all times. These shall include where appropriate: • managing temperature sensitive product packing and transfer between temperature-controlled and ambient areas • scheduling of removal of temperature sensitive products from storage areas prior to packing or loading • segregation controls • delays • effect of local seasonal variation eg: temperature, condensation, humidity. Limits of acceptable and unacceptable criteria must be clearly defined, and procedures shall be in place to establish safety status and quality of product to determine action to be taken.

12.6 Packaging System Performance- Testing and Validation

Packaging systems must be tested, validated and inspected to demonstrate it is capable of maintaining product safety and quality, under transport conditions.

Clause	Requirements
12.6.1	The company shall undertake a documented risk assessment of packaging system to identify potential risks to product safety, legality and quality. This risk assessment shall take into account the potential impact of, where applicable: • Shipping environment • Distribution channel • Product dimensions • Product fragility • External climatic conditions • Handling and storage including spillage and leakage risk • Stackability • Effectiveness of packing • Re-usability • Any risks associated with above steps that are subject to legislative control. Consideration shall also be given to quality of the final product delivered to the customer.
12.6.2	The risk assessment shall form the basis of acceptance and used to determine the frequency of testing, validation and verification procedure for a packaging system and shall be updated: • when there is a change in packaging material including cooling media • significant increase in number of complaints • if a new risk emerges • following a product recall or withdrawal • at least every 3 years. Records of results shall be maintained for inspection.
12.6.3 X	Packaging system used to carry temperature sensitive products shall be designed and constructed to ensure effective operation. Full details of the packaging system including the packaging material, cooling media used must be defined. This shall include, where applicable: • an up-to-date schematic diagram of the packaging system with key control points • validation to confirm the correct design and operation of the system taking into consideration, where appropriate: - components of the packaging system - products being transported including minimum and maximum loads - product loading arrangement

		- location of the cooling media - transport routes and modes of transport - anticipated ambient temperature profile over the transport duration including during the warmest and coolest part of the year. The system shall be revalidated at a frequency based on risk or minimum annually and following any alteration or addition to the packaging system.
12.6.4		Alterations or additions to the packaging system shall be authorised by a suitably competent individual before changes are made. A record of changes shall be validated and maintained.
12.6.5		Where validation of packaging system is provided by the supplier or packaging systems components are reused eg; packaging material or cooling media, the level of confidence in their effectiveness to maintain temperatures shall be supported by commissioning periodic independent transit test in real operating environment.
12.6.6		Where any component of the packaging system is reused eg: cooling media or packaging material, a risk assessment for cross-contamination risks and cleaning requirements. (e.g. due to the introduction of allergen) shall be completed. A periodic inspection of the components shall be completed to demonstrate repeatable performance in their effectiveness to maintain temperatures through transport duration and any damaged items removed.

Contracted services module

Storage and distribution operators sometimes provide additional contracted services to their clients as well as the storage and/or distribution of products. The following additional services are voluntary and may be included within the scope of certification:

- product inspection
- contract packing (repacking, assembly packing)
- quantity control inspection
- contract chilling/freezing/tempering/defrost and high-pressure process operations
- contract cleaning of baskets, roll cages and other distribution containers
- waste recovery and recycling.

Where the services directly relate to product, the Standard shall only be applied to pre-packed food products and fully assembled consumer products.

Where such services are provided for open food products, the BRCGS Global Standard for Food Safety shall be used.

Where services include the assembly of components to make a consumer product, this operation shall be assessed against the BRC Global Standard for Consumer Products.

The contracted services module shall only be certificated in addition to the core Global Standard for Storage and Distribution (sections 1 to ~~8~~ 9). To gain certification for the particular scope of contracted services, companies must meet the requirements both of section 13 (Contractual arrangements) and the requirements of the particular service or services to be included within the scope.

13 Contractual arrangements (all services)

All contracted services undertaken shall be clearly specified and reviewed prior to acceptance to ensure that requirements can be met, any risks to other products are assessed and any necessary controls implemented.

Clause	Requirements
13.1	The company shall enter into formal contractual arrangements with the customer, specifying the requirements of the service undertaken to satisfy their customer's specific needs, ~~.~~ clearly define service expectations and ensure that the potential food safety risks associated with the service have been addressed.
13.2	The company shall review the service specification to ensure that it has the resources and suitable equipment to undertake the service to the specification required.
13.3	The company shall ensure that services are included within the site's hazard and risk assessment (see Requirements, section 2). New products or service components shall be assessed to identify any additional potential risks and appropriate controls.

13.4		The procedures to undertake the service shall be documented and understood by the staff responsible for undertaking the work.
13.5		Staff shall receive training as required to deliver the services to the specification agreed.
13.6		Appropriate recorded checks shall be undertaken to ensure that the contracted service is delivered to the customer-specified limits.

14 Product inspection

Where a product inspection service is provided to ensure the quality or legality of products, this shall be undertaken using appropriate procedures, facilities and standards.

Clause	Requirements
14.1	Where inspection is undertaken on behalf of a customer, the service requirements shall be clearly defined and include: • any specific handling requirements for the materials being inspected, e.g. temperature controls • sort criteria (rejection/acceptance criteria) • sampling rate • reporting protocol • instructions on the action to be taken with defective/rejected product.
14.2	The company shall undertake a contract review before accepting the work to ensure that it has the facilities, resources and competence to undertake the inspection service required.
14.3	The company shall carry out a risk assessment before undertaking work to identify any potential risks to other products handled or stored, e.g. resulting from damage or spillage during inspection. Appropriate controls shall be implemented to prevent, or reduce to acceptable levels, any risk identified.
14.4	Inspection methodology and procedures shall be documented and clearly understood by staff undertaking the work.
14.5	Where equipment is used as part of the inspection process, this shall be calibrated and its operation verified to ensure the effectiveness of the inspection process.
14.6	Records shall be maintained of the inspection activity including: • quantities of rejected product • code information to enable traceability • sampling or test results to establish the efficiency of the sorting process • calibration records for any equipment used in the inspection process. • failure alert system routine tests.

15 Contract packing (repacking, assembly packing)

Where repacking, labelling or other secondary packing operations are undertaken (on packed product), these shall be managed to ensure the safety, quality and legality of the products.

Clause	Requirements
15.1	A risk assessment shall be carried out of the proposed packing operation to establish potential risks to product safety and quality and establish suitable controls to mitigate the risk.
15.2	Product and packaging materials shall be stored under conditions to prevent the risk of contamination and deterioration. Any part-used product or packaging materials shall be effectively protected before being returned to storage.
15.3	Where labels/sleeves are applied as part of the process undertaken: • there shall be a formal process for the allocation of packaging materials to packing lines and control in the packing area which ensures that only the packaging for immediate use is available to the packaging machines. • where off-line coding or printing of packaging materials occurs, checks shall be in place so that only correctly printed material is available at the packaging machines.
15.4	Setting and amendments to the printer parameters (e.g. the input of, or changes to, date codes) shall only be completed by an authorised member of staff.
15.5	Documented checks of the line shall be carried out before commencement of packing and following changes of product. These shall ensure that areas have been suitably cleared and are ready for the next packing run. Documented checks shall be carried out at product changes to ensure that all products and packaging from the previous packing run have been removed from the line before starting the next packing run.
15.6	Documented procedures shall be in place to ensure that products are packed into the correct packaging and correctly labelled. These shall include checks: • at the start of the packing run • during the packing run • when changing batches of packaging materials • at the end of each packing run. The checks shall also include verification of any printing carried out at the packing stage including: • date coding • batch coding • quantity indication • pricing information • bar coding • country of origin.

15.7	Where on-line vision equipment is used to check product labels and printing, procedures shall be in place to ensure that the system is correctly set up and capable of alerting or rejecting product when packaging information is out of specification. At a minimum, testing of the equipment shall be completed at: • the start of the packing run • the end of the packing run • a frequency based on the site's ability to identify, hold and prevent the release of any • implicated materials should the equipment fail (e.g. during the packing run or when changing batches of packaging materials). The site shall establish and implement procedures in the event of a failure in the online verification equipment (e.g. a documented and trained manual checking procedure).
15.8	Records shall be maintained to ensure full traceability of all component parts and of the finished packed product. The system shall be regularly tested to ensure that traceability can be determined.
15.9	Where rework or any reworking operation is performed, this shall be taken into account with respect to the traceability system.
15.10	Where weights of the final packed products are checked, this shall be in accordance with specification and the legal requirements in the country of sale. Records of checks shall be maintained.
15.11	Where used, the site shall establish procedures for the operation and testing of online/offline check weighers. At a minimum, this shall include: • consideration of any legal requirements • responsibilities for testing the equipment • operating effectiveness and any variations for particular products • methods and frequency of testing the check weighers • records of the test results.
15.12	Inventories shall be maintained of components, packed product and waste. The disposal of unused components and waste shall be in accordance with the requirements of the customer.
15.13	Finished product checks shall be carried out in accordance with the customer's requirements and records maintained.
15.14	The organisation shall identify, verify, protect and safeguard customer property provided for use or incorporation into the product. If any customer property is lost, damaged or otherwise found to be unsuitable for use, this shall be reported to the customer and records maintained.

16 Quantity control inspection

Where the company undertakes quantity control, the system shall conform to the customer requirement.

Clause	Requirements
16.1	The frequency and methodology of quantity checking shall meet the requirements of legislation governing quantity verification, irrespective of the nature of the pre-pack, e.g. minimum weight, average quantity, average weight, measuring container or quantity.
16.2	If the company undertakes quantity control on imported pre-packed material intended for sale, it shall be able to demonstrate compliance with the legal requirements where the product is available to the ultimate consumer.
16.3	Where the quantity of the product is not governed by legislative requirements (e.g. bulk quantity), the product must conform to customer specification requirements.
16.4	All equipment used for quantity measurement shall be legally acceptable and regularly calibrated.
16.5	Underweight/volume or rejected products shall be disposed of in accordance with the customer's requirements.
16.6	Where used, the site shall establish procedures for the operation and testing of online/offline check weighers. At a minimum, this shall include: • consideration of any legal requirements • responsibilities for testing the equipment • operating effectiveness and any variations for particular products • methods and frequency of testing the check weighers • records of the test results.
16.7	Records shall be maintained of the quantity checks and shall be in a format which is legally acceptable in the country where the products will be sold.

17 Contract chilling/freezing/tempering/defrost and high-pressure process operations

Where the site undertakes contract chilling/freezing/tempering, defrost or high pressure process operations on pre-packaged product, it shall undertake such operations in accordance with specifications provided by the owner of the product, and ensure that the processes are monitored and that product safety, legality and quality characteristics are not compromised.

Clause	Requirements
17.1	The site shall operate procedures to verify that the processes and equipment employed are capable of meeting the specified requirements of the customer.
17.2	Process validation shall be undertaken in accordance with the requirements of the owner of the product.
17.3	The process shall be monitored by the use of real-time temperature-recording equipment linked to an automatic failure alarm system or, where appropriate, manual checks at a suitable frequency which allows for intervention before product temperatures exceed defined limits for the safety, legality or quality of products.
17.4	In the case of equipment failure or process deviation, procedures shall be in place immediately to advise the owner of the product and to take any action as required by the owner of the product.

18 Contract cleaning of baskets, roll cages and other distribution containers

Where the site undertakes contracted cleaning of equipment, this shall be carried out effectively and without risk to other products stored or distributed.

Clause	Requirements
18.1	The cleaning area shall be suitably segregated from product storage and handling areas to prevent any risk of contamination of products.
18.2	The layout of the cleaning area shall ensure the segregation of clean from unclean items.
18.3	Drainage facilities shall be adequate to prevent accumulation of water.
18.4	Ventilation shall be adequate to prevent any risk of condensation forming in product storage areas.
18.5	Equipment used for cleaning shall be well maintained and serviced at a frequency to ensure optimum performance.
18.6	Where automatic equipment is used, specified limits shall be established for optimum operating performance, e.g. detergent dosing levels, wash/rinse/drying

	temperatures, operating speed and performance monitored to ensure these are achieved.
18.7	The site shall operate procedures to verify that the processes and equipment employed are capable of meeting the specified requirements of the customer.

19 Waste recovery and recycling

Where the site undertakes to back-haul waste materials/packaging for recycling or disposal on behalf of a customer, this shall be carried out in a safe hygienic manner in accordance with legal requirements.

Clause	Requirements
19.1	The company shall clearly specify the types of materials that will be handled and any exceptions. This information shall be available to the driver.
19.2	The layout of the receiving area for waste materials shall ensure adequate segregation from product receipt, handling and storage areas.
19.3	~~Where company owned or contracted vehicles are used for the collection of waste materials from the customer:~~ • ~~there shall be adequate segregation from products being transported to prevent contamination of product and its packaging~~ • ~~vehicles shall be suitably cleaned before re-use for transporting products.~~
19.3	The handling of materials received for waste/recycling shall be carried out in a manner which prevents the risk of contamination of products.
19.4	Waste/recycled materials shall be stored in a manner which does not attract or present harbourage for pests.
19.5	Where specifications exist from the customer for the waste materials, e.g. levels of purity for materials for recycling, there shall be processes in place to ensure these are achieved.
19.6	Where the ultimate disposal of materials is governed by legal requirements, these shall be understood and the site and waste contractors licensed as appropriate.