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For more information about BRC, contact:

BRCGS
Second Floor
7 Harp Lane
London EC3R 6DP

Tel: +44 (0) 20 3931 8150
Email: **enquiries@brcgs.com**
Website: **brcgs.com**

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How this publication is organised

The Global Standard for Storage and Distribution sets out requirements that a site should adhere to in order to be able to consistently store and distribute products to maintain their safety, quality and legality and meet customers' requirements.

It consists of the following parts:

Part I Outline of the Standard
Provides a background to the Standard and an overview of the scheme. It also defines the scope and the types of products and operations which may be certificated against the Standard.

Part II Requirements
Details the requirements of the Standard with which a company and site must comply in order to gain certification.

Part III Audit protocol
Provides information on the certification and auditing process, including how to select a certification body, the post-audit requirements, and a description of the BRCGS Directory.

Part IV Management and governance
Describes the management and governance systems in place for the Standard and certification body requirements.

Appendices
Appendices 1–7 provide additional useful information including details of other BRCGS standards, competency requirements for auditors, a certificate template, a list of products included within the scope of the Standard, a cross-docking annex, a glossary of terms, and a list of acknowledgements.

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Part I
Outline of the Standard

Welcome to Issue 4

Welcome to the fourth issue of the Global Standard for Storage and Distribution (henceforward referred to as the Standard).

In 2006 BRCGS introduced the Global Standard for Storage and Distribution to complement the suite of global standards covering the production of food, packaging and consumer products. This Standard allows the chain of product certification to be completed, from primary processor to manufacturer, and from manufacturer to retailer (or food service company in the case of food) or the final consumer (for e-commerce). In response to demand, the Standard has been translated into many languages to facilitate implementation of the Standard across the world.

The Standard is designed to reflect best practice and facilitate a process of continual improvement through well-designed risk-based product safety management systems. The objective is to ensure that the quality and safety of products are maintained during their storage and distribution (and where subject to other activities such as wholesale, contracted services, etc.), and that customer confidence is upheld through audit and certification.

In many countries the storage and distribution of products, in particular food products, is controlled through legislation. This Standard is based on best practice and is not intended to replace the requirement of any legislation that requires a higher standard for a specific industry sector. In countries where the principles of due diligence apply, certification to the Standard may provide part of a due diligence defence.

Certification to this Standard should give customers confidence in the site; however, the decision to use a particular supplier rests with the individual customer.

Issue 4 has been developed by a multi-stakeholder group including retailers, food service companies, industry trade associations, independent experts and certification bodies, and builds upon the experience of the previous issue. In revising the Standard, BRCGS has attempted to develop the requirements to ensure that they are robust enough to meet current industry needs. Where applicable, the requirements have been aligned with those that feature in the other BRCGS standards to ensure consistency and confidence throughout the entire supply chain.

What's new for Issue 4?

The development of Issue 4 followed a wide consultation to understand stakeholders' requirements. A review of emerging issues was also carried out in the logistics industry and the industries it serves. The information has been developed and reviewed by a working group composed of stakeholders representing different sectors of the logistics industry, retailers, brand owners, certification bodies and independent technical experts.

The focus of attention for this issue has been on:

- including industry best practice by encouraging the development of a product safety culture
- ensuring global applicability and benchmarking to the Global Food Safety Initiative (GFSI)
- increasing emphasis on continual improvement by enhancing root cause analysis and internal audit requirements
- adding clarity to the requirements for open food product-handling operations
- reflecting the changing role of the logistics sector, as seen in the growth of e-commerce and the diversification of operational activities (e.g. cross-docking, automation including robotics)
- incorporating position statements and learnings from the previous issue.

The requirements of Issue 4 represent an evolution from previous issues with a continued emphasis on management commitment, a product safety programme based on hazard and risk analysis (HARA) or hazard analysis and critical control point (HACCP) principles, and a supportive quality management system.

Announced audit programme (with mandatory 1 in 3 unannounced)

The number of unannounced audits amongst specifiers has increased and has provided greater confidence in the implementation of a product safety culture. To echo this in the supply chain, the GFSI benchmark introduced the requirement for all certificated sites to have at least one mandatory unannounced audit every 3 years, regardless of whether they selected announced or unannounced audit options (i.e. following the initial announced audit, the site must have at least one unannounced audit in the next 2 years, with subsequent unannounced audits occurring at least once every 3 years). See Table 3 in Part III for worked examples of this programme.

Blended audit

With the evolving role of technology in the supply chain, auditing activity is adapting to incorporate remote assessment elements into the process with the overall aim of evaluating evidence objectively to determine the extent to which the audit criteria are being fulfilled. Introduction of the blended audit option provides an opportunity for sites to engage with the auditor using ICT (information and communication technology). ICT is used for gathering, storing, retrieving, processing, analysing and transmitting information. This option is only available for the announced audit programmes and includes an off-site remote assessment followed by an on-site audit. The significance of this audit option resides in its ability to offer flexibility in achieving the audit outcome by using ICT to conduct a document and record review, tour of the premises (where required), and presentation of findings.

Colour-coding of requirements

Product-handling processes represent the key activities on site. The requirements in Part II have been colour-coded in this issue to distinguish those activities that would be audited as part of the assessment of the facilities, and those that would form part of an audit of records, systems and documentation.

New additional modules (included within the Standard)

Issue 4 maintains the principles developed in Issue 3 that enable the incorporation of additional modules to the main scope of certification. These modules allow sites to include extra requirements during their audit to meet the needs of particular customers, regions or schemes and reduce the number of site audits. BRCGS will continue to develop such modules in response to market demand. Two new modules – e-commerce and cross-docking – are introduced in Issue 4.

Principles of the Standard

A business must have a full understanding of the products handled, stored and distributed, and have systems in place to identify and control hazards significant to the safety, quality and legality of the products. The requirements of the Standard in Part II are divided into nine sections, with sections 1–3 setting out the key principles of the Standard, and the later sections focusing on the more specific requirements of particular aspects of the operation.

Senior management commitment

Within storage and distribution businesses, the safety, legality and quality of the products handled must be seen as a cross-functional responsibility, including the activities of many departments using different skills and expertise within the organisation. Effective adoption of the principles of this Standard extends beyond the responsibility of a single individual and must be wholly supported by the full management team.

The starting point for effective implementation of the Standard is the commitment of senior management to the development of an all-encompassing policy to guide the activities which collectively ensure that products are stored and distributed in a way that maintains their quality, safety and legality.

A risk-based system

The Standard requires an evaluation of the risks to the products during their handling, storage and distribution. The hazard and risk analysis process defined in the Standard should enable potential risks to be identified and controlled either through existing programmes such as pest control (prerequisite programmes) or by the introduction of specific controls. An effective hazard and risk analysis provides the basis for the management system.

Quality management system and suitable operating conditions

The Standard requires the development of a documented quality management system that will provide the structure to enable the management policies and results of the risk assessment to be implemented consistently, and audited and reviewed to encourage continual improvement.

Benefits of using the Standard

Adoption, use and certification to the Standard provide a number of benefits in terms of the operation of the business, customers and marketing. The benefits are as follows:

- The Standard is internationally recognised, providing a report and certification that can be accepted by customers in place of their own audits – reducing time and cost.
- The comprehensive scope of the Standard, covering areas of quality, hygiene and product safety, provides a benchmark for best practice in the storage and distribution industries.
- When effectively adopted, the Standard can reduce damage, waste and therefore costs to the business.
- The accredited audit provides greater credibility and recognition when certification is achieved.
- Certificated sites may appear in the BRCGS Directory (open to the public) providing recognition of their achievements and the use of a logo for marketing purposes.
- The Standard addresses part of the 'due diligence' requirements of both the certificated company and the customers using its service.
- Ongoing surveillance and follow-up corrective actions after an audit help to ensure that a self-improving quality, hygiene and product safety system is established.

The certification process

When a site believes that it meets the requirements specified in the Standard, it may choose to be audited and, if successful, become a 'certificated site'.

The audits and certificates are site-specific, so companies with a number of sites would need separate certification for each site. The Standard is a process and product certification programme in which businesses are certificated upon completion of a satisfactory audit by an auditor employed by an independent third party – the certification body.

In order for a business to receive a valid certificate on completion of a satisfactory audit, the organisation must select a certification body approved by BRCGS. BRCGS lays down detailed requirements that a certification body must satisfy in order to gain approval, as well as specific requirements for auditors with regard to auditing expertise and product sector knowledge.

More information about the certification process and certification bodies is given in Parts III and IV. A list of certification bodies approved by BRCGS is available on the BRCGS Directory website: **brcgsdirectory.com**.

Scope of the Standard

The Standard has been developed to cover all activities which may affect the safety, legality, quality and integrity of the products stored and distributed, and of any additional contracted services that may be offered by storage and distribution companies.

The Standard may be applied where the company requesting certification has legal title to the products and where legal title is held by a third party. These products may be branded, private label or unbranded.

The Standard does not cover other important requirements applicable to the operation of a storage or distribution business – for example, health and safety, environmental concerns or ethical issues.

Scope of applicable company operations

The Standard sets out requirements for companies primarily providing storage and distribution of products. Where a company provides one of the services covered by the specified additional voluntary modules (sections 10–19) at a storage or distribution site, this may be included within the scope of its audit and certification process. The purpose of the Standard is to provide a certification scheme that ensures the quality and safety of products during their storage and distribution. To be eligible for the scheme, the company must be able to demonstrate that it directly manages and thereby controls those aspects of the Standard which are being assessed.

The storage and distribution operations to which the Standard may be applied can be at any point in the distribution chain from primary production to retail, subject to the restrictions on the scope of applicable products. For example, this could include distribution from:

- farm to processor
- primary processor to manufacturer
- manufacturer to off-site warehousing
- warehousing to retail depots
- retail depots to store
- store to final consumer (internet shopping).

Note that distribution networks, such as couriers, postal distribution services and pallet networks or less-than-load type operations, are not included within the scope of this Standard except in section 12 (e-commerce) where these operations can be used to complete the final mile delivery.

Additionally, it is common for companies involved in both storage and distribution to employ some subcontracted storage sites or hauliers to supplement their own operations at periods of peak demand; these operations can be covered under the scope of the certification of the subcontracted companies, given that they meet the stated criteria in the Standard (Part II, section 3.5.2).

The following situations will be acceptable for certification; however, where eligibility of a company is unclear because of unusual circumstances, this should be checked with the BRCGS team before progressing to audit.

Storage

Where the storage facilities are owned, leased or subcontracted from a third party and all of the following apply:

- the staff and quality systems are directly managed by the certificated company
- the company is able to control the condition of the buildings (e.g. ensure upkeep of the fabric)
- the company is able to control building services to ensure that they remain within the requirements of the Standard (e.g. provision of pest control).

Distribution

The distribution of products may be by road, rail, air freight or ship. It is envisaged, however, that transport other than by road will usually involve the transportation of sealed (and, where necessary, environmentally controlled) containers. The management of the distribution of the containers would be specified in contracts between the owner of the container and the shipper. The shipper in such cases would not be included within the scope of this Standard.

Eligibility to the scheme is permitted where:

- some or all the distribution vehicles are directly managed by the site
- the vehicles used are leased by the company and the servicing and repairs are under the management control of the company
- the distribution vehicles and staff are provided by a third party under contract, but the company can demonstrate that the management of the vehicles and staff is under its direct control. Note that this differs from a subcontracting arrangement where a third party provides the service under contract (e.g. vehicles and staff), but the direct management of the service is controlled by the subcontractor.

Please note that where the loading and/or unloading of vehicles is carried out by the customer and not by the distribution company, these activities will be outside the scope of the audit. In such circumstances the scope shall include the wording 'transport only' instead of 'distribution' and the exclusions from scope shall include the loading/unloading of vehicles.

Additional voluntary modules

Certification to the additional voluntary modules (AVMs) in sections 10–19 (i.e. wholesale, cross-docking, e-commerce and contracted services modules) is voluntary and always in conjunction with the main standard. Modules cannot be certificated as standalone audits.

Where a company provides one of the specified contracted services modules (except section 11 – cross-docking) and decides to exclude these activities from its scope of certification, this would become a stated exclusion on its certificate and report; however, this action would not impact its ability to use BRCGS logos.

Scope of applicable products

The Standard is designed primarily for the storage and distribution of packaged products which are, by their nature, largely protected from physical contamination. The scope of products covered by the Standard is as follows.

Food

Only permitted food products shall be received into storage and released into distribution without any further preparation, sorting or processing. Where such additional operations take place, the facility shall be certificated using the Global Standard for Food Safety.

Permitted products include:

- packaged food products
- food products and ingredients stored and distributed in bulk by road only (e.g. flour, oils, sugar syrups, wine)
- loose food products that are limited to:
  - open boxes and trays of fruit and vegetables
  - trays of raw fish/crustaceans/other sea food
  - carcasses of meat.

A permitted exception to this rule is where the main activity of the site is storage and distribution, and this includes a small amount of order-picking from trays of fruit and vegetables to smaller quantities to fulfil customer orders (e.g. for food service customers) without any further preparation (including cutting or trimming) or processing.

Packaging materials

These include pre-packed and bulk packaging materials for later conversion to food and non-food use. Where any conversion or other operation that changes the nature of the incoming packaging materials is undertaken, the facility shall be audited against the Global Standard for Packaging Materials.

Consumer products

These include pre-packed products manufactured for the consumer market (e.g. general merchandise, personal care and household) to be sold by retail, or similar products supplied to the food service industry.

The Standard applies only to packaged products. 'Packaged' in the context of consumer products is intended to include packaged individual items, bound or shrink-wrapped palletised materials, and items packed in bulk bags as used, for example, for building materials.

Exclusions from scope

The Standard is not applicable to:

- operations where any form of process is undertaken on open food products (such facilities shall be audited to the Global Standard Food Safety)
- operations where any form of process is undertaken to convert or change the nature of the incoming packaging materials (such facilities shall be audited to the Global Standard for Packaging Materials)
- operations where consumer product items that are not in themselves packaged for consumer sale are assembled to produce the final consumer product (such facilities shall be audited using the Global Standard for Consumer Products)
- operations where a company only has an office location that carries out service functions (e.g. product inspection or import processes) and does not have a physical storage location for its products (such facilities shall be audited against the Global Standard for Agents and Brokers).

Exclusions from food products include live animals (except crustaceans prepared for placing on the market for human consumption).

Exclusions from consumer products include:

- fuels sold in bulk or refillable containers
- motor vehicles.

Effective date of Issue 4

As with all revisions of the global standards, there must be recognition that a transition period is in place between publication and full implementation. This allows time for the retraining of all auditors and allows manufacturers to prepare for the new issue of the Standard. Therefore, certification against Issue 4 will commence on 1 May 2021. All certificates issued against audits carried out prior to 1 May 2021 will be against Issue 3 and be valid for the period specified on the certificate.

Acknowledgements: a 'thank you' from BRCGS

BRCGS wishes to acknowledge all those experts who have contributed to the preparation of the Global Standard for Storage and Distribution Issue 4 or provided invaluable feedback through the consultation process. All those who participated in the working groups are listed in Appendix 7.

Part II
Requirements

How the requirements are set out

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1 Senior management commitment

2 Hazard and risk analysis

3 Product safety and quality management system

4 Site and building standards

5 Vehicle operating standards

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Part II
Requirements

How the requirements are set out

In Part II, each clause of the Standard begins with a statement of intent with which all sites must comply in order to gain certification.

Below this statement of intent the requirements are set out in a tabular format, specifying the criteria against which the audit will be carried out.

The requirements in sections 1–8 shall be applied to all operations. Any site that handles open food products (limited to those food products listed in Part I, scope of applicable products) shall meet the requirements in section 9. Where companies undertake wholesaling, e-commerce, cross-docking or contracted services, the requirements for these activities (sections 10–19) shall be included in addition to the requirements outlined in sections 1–9.

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 on-site and general good storage and distribution practices. Auditing these areas forms a significant proportion of the audit. 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 practices	
Audit of records, systems and documentation	
Requirements assessed in both audits	

Position statements

During the lifetime of a published standard, the BRCGS technical advisory committees may be asked to either review the wording of a clause or provide an interpretation of a requirement or rule.

The decision made by the technical advisory committee is known as a position statement. Position statements are binding on the way that the audit and certification process is carried out and are seen as an extension to the Standard.

Position statements are notified to sites and certification bodies through regular newsletters and are posted on the BRCGS website (**brcgs.com**).

Exclusion of requirements

Non-applicable clauses

The majority of the requirements of the Standard will apply to both storage and distribution operations and all the requirements shall be reviewed for applicability, even where the company operates only storage or only distribution.

Distribution companies should be aware that some 'storage' requirements become applicable wherever a distributor temporarily removes product from one vehicle and transfers it to another (e.g. during trans-shipment or consolidation of loads).

Wherever a storage facility subcontracts the distribution of the products, the contract and checks of vehicles may include some or all of the vehicle-specific requirements.

There are, however, some clauses which apply specifically to distribution operations and some which are specific to storage facilities that are not applicable to the site being audited. Where both storage and distribution are not included within the scope of the site's activities, these specific requirements may be excluded and will be marked as not applicable (N/A) in the final audit report. The auditor will assess and decide on the applicability of any clauses which the site believes are not applicable.

It is anticipated that most clauses will be applicable to all operations; however, some clauses may not be applicable, and these are signified by the following codes:

X Not applicable to the products handled (e.g. clauses concerning temperature controls)

XS Not applicable to companies operating only storage

XD Not applicable to companies operating only distribution

XR Not applicable on the basis of risk.

Risk-based exclusions

The requirements have been written to reflect requirements of the highest product risk categories (e.g. chilled foods) and some may not be appropriate when lower-risk non-food items are stored or distributed. On the basis of risk, some requirements may be excluded; however, in each case a documented risk assessment must be provided for the auditor to evaluate.

The final audit report will include comments on any clauses deemed not applicable or excluded on the basis of risk.

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. As a minimum, these activities shall be designed around:
	  • 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 company's quality policy and this Standard. The objectives shall be: • 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.
1.1.5	Employees shall be aware of the need to report any evidence of product safety, legality, quality or integrity issues to a designated manager to enable the resolution of those issues requiring immediate action. This shall include suggestions for improvement.

Clause	Requirements
1.1.6	The company shall have a confidential reporting system to enable staff to report concerns relating to product safety, legality, quality and integrity. 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 website.
1.1.8	The most senior operations manager on site shall attend the opening and closing meetings of the audit for the Standard. 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 (Part III, section 6.6).

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's or site's senior management shall be undertaken at appropriate scheduled intervals, as a minimum annually, to review the site's performance against the Standard and the objectives set out in clause 1.1.4.

Clause	Requirements
1.2.2	The review process shall include, but is not limited to, the evaluation of: • previous management review documents, action plans and timeframes • the results of internal audits, including any prerequisite programmes • the results of second- and third-party audits • any customer performance indicators and feedback • the underlying reasons for any objectives that have not been met. This information shall be used when setting future objectives and to facilitate continual improvement • feedback from a review of the effectiveness of the HARA or HACCP system, product safety and quality culture plan, product fraud vulnerability or authenticity plan, product defence plan and site security risk assessments, where applicable • any complaints, incidents, product rejection/returns, wastage and resultant corrective and preventive action plans, and non-conforming materials • any 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 that enables product safety, legality, quality 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.

Clause	Requirements
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 (HARA) or the Codex Alimentarius General Principles of Food Hygiene; the plan shall be documented, systematic, comprehensive, fully implemented and maintained, and meet 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	**Prerequisite programmes** Prior to conducting a hazard analysis, the company shall ensure that any prerequisites are in place. The control measures and monitoring procedures for the prerequisite programmes must be clearly documented and included within the development and reviews of the HARA or HACCP plan. Where applicable, product safety prerequisites or handling requirements shall include, but not be limited to: • the 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 • procedures related to the allergen management plan • pest management procedures • the approval of services or subcontractors • sanitation procedures (cleaning and disinfection) • maintenance of the cold chain (not applicable to ambient stable products) and controlled environment (e.g. humidity, modified air) • personal hygiene standards (limited applicability to pre-packed food products or consumer products) • training • any other activities covered by the additional voluntary modules.
2.2	**Multi-disciplinary team** The HARA or HACCP plan shall be developed and managed 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 HARA or Codex-based HACCP principles and have relevant knowledge of the product, processes and associated hazards.
2.3	**Team leader** The person responsible for leading the HARA or HACCP team on site shall be able to demonstrate competence, experience and/or training in the understanding of HARA 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 shall be identified.

Clause	Requirements
2.4	Team members shall ensure that the HARA or HACCP study is based on comprehensive information sources, which are referenced and available on request. As a guide, these may include the following, although this is not an exhaustive list: • historical, known and foreseeable product safety hazards associated with specific processes and products • known likely product defects that affect safety, legality, quality and integrity • relevant codes of practice or recognised guidelines (where applicable) • customer requirements • legislative requirements.
2.5 X	Where the HARA or HACCP study has been undertaken centrally, the site shall be able to demonstrate that the study has been verified to meet the specific activities of the local operation to which the study applies, including any additional voluntary modules.
2.6	The HARA or HACCP plan and resulting procedures shall have senior management commitment, and shall be implemented through the site's documented management systems.
2.7	**Scope** The scope of the HARA or HACCP plan shall be clearly defined and documented, and shall cover all products/product categories and processes included within the intended scope of certification. Consideration must also be given to the activities that are bespoke to the additional voluntary modules. The scope shall include: • a description of the types of products stored or distributed, subcontracted activities, and any particular specified storage or handling conditions (e.g. temperature control, fragility, maximum stacking height, propensity to water damage, conditions of light) • the product flow from receipt, storage and dispatch, including transport to the recipient of the product, as applicable. The flow shall detail any intermediate storage steps which may be used in the distribution, and any back-haul or returns activities.
2.8	**Product flow** A flow diagram shall be prepared to cover all products or product categories and process steps on site. This shall set out all aspects of the operation within the scope of the HARA or HACCP plan as identified in clause 2.7. As a guide, this shall include the following (although this is not an exhaustive list): • plan of premises and equipment layout (including yard) • products handled, including introduction of utilities (e.g. water) • sequence and interaction of all process steps • services and subcontracted activities • any potential for process delay • returns and waste, including recycled materials • activities covered by the additional voluntary modules. The HARA or HACCP team shall verify the accuracy of the flow diagrams at least annually and following any significant incidences (product withdrawals and recalls, etc.) or process changes. Records of verified flow diagrams shall be maintained.

Clause	Requirements
2.9	**Hazard analysis and risk assessment** The HARA or HACCP team shall identify and record all potential hazards associated with each step of the product flow as identified in clause 2.8. 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 risks (e.g. cross-contamination of loose product or outer packaging by allergenic products) • malicious contamination of products • hazards mandated by the customer or relevant regulatory authorities • hazards associated with activities covered by the additional voluntary module.
2.10	The HARA or HACCP team shall complete a documented analysis of the potential hazards in order to identify those which need to be controlled. The following 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 that 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 X	**Critical control points – additional requirements** If critical control points (CCPs) have been identified where product safety and legality require control measures to be in place (e.g. storage temperature), then for each CCP it is necessary to establish: • critical limits • a system to monitor control of the CCP • the corrective action to be taken when monitoring indicates that a particular CCP is not under control • procedures of validation and verification to confirm that the system is working effectively, including auditing of the system • documentation concerning all procedures and records appropriate to these principles and their application.

Clause	Requirements
2.13	**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.
2.14	**Review** The HARA or HACCP plan and prerequisite programmes shall be reviewed 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 (including additional voluntary modules) are introduced that may affect product safety. This review shall be documented by the HARA or HACCP team at least annually.
2.15	**HARA or HACCP plans of service providers or subcontractors** Where controls identified by HARA 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 the HARA 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 and processes to demonstrate compliance with the Standard, facilitate training, and support due diligence. It 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 the form of a printed or electronic quality manual which is readily accessible. 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 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	The company shall have a procedure to manage documents which form part of the product safety and quality management system. This shall include a list of all controlled documents indicating the latest version number, and the method for the identification and authorisation of controlled documents. Where documents are stored in electronic form, these shall be stored securely (e.g. with authorised access, control of amendments, or password-protected) and backed up to prevent loss.
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 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 alterations shall be recorded. Where records are in electronic form, these shall be: • suitably backed up to prevent loss • stored securely (e.g. with authorised access, control of amendments, or password-protected).

3.2 Internal audits

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	There shall be a scheduled programme of internal audits. As 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 the scope of certification shall be covered at least once each year. As a minimum, the scope of the internal audit programme shall include the: • HARA or HACCP plan • prerequisite programmes • procedures implemented to achieve the Standard and any 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 those areas where they have direct influence on the operation 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 include objective evidence of the findings.
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 preventive actions where appropriate, and their completion verified.

Clause	Requirements
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, but no less than once every 3 months. As 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	The site shall have a procedure for the completion of corrective actions and root cause analysis to determine preventive actions (where appropriate). 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, quality or integrity of a product at risk (including withdrawals and recalls).

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 safety, legality and quality.
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. The approval and monitoring process shall be risk-based and take into consideration compliance with any specific legal requirements or potential risks to the security of products (i.e. risks identified in the product fraud vulnerability and defence assessments).

Clause	Requirements
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, the company shall be able to demonstrate that it has taken steps to put a formal agreement in place.
3.5.1.3	Specification or contract review shall be sufficiently frequent to ensure that data is current or as 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 the Standard are subcontracted to a third party (e.g. distribution), the subcontractor shall be required to work in accordance with the relevant requirements of the Standard and the 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 range, 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, legality, quality and integrity.
	
	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**
	• an audit, with a scope to include product safety, traceability, HARA or HACCP review and good product-handling practices, undertaken by an experienced and demonstrably competent product safety auditor. Where the 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, HARA or HACCP review, and good product-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, HARA or HACCP review, and good product-handling practices, and it shall have been reviewed at least once every 3 years and verified by a demonstrably competent person.

Clause	Requirements
3.5.2.3 X	There shall be a documented risk-based process for the ongoing review of subcontractor performance, with defined performance criteria. The process shall be fully implemented, reviewed annually, and 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 appropriate staff.
3.5.2.5 X	There shall be a documented procedure to define how exceptions to the subcontractor approval process 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). Where a site handles customer-branded product, the customer shall be made aware of any relevant exceptions.
3.5.2.6 X	Where a site subcontracts the distribution of products, the requirements of section 5 shall be included within the subcontracted arrangements for each distribution company. There shall be a documented procedure for the site to verify that the activities critical to product safety have been implemented correctly by the subcontractor, or the subcontracted company shall be certificated to the Standard or similar GFSI-recognised scheme.

3.5.3 Product fraud risk management

The company shall ensure that systems are in place to minimise the risk of storing and/or distributing fraudulent or adulterated products.

Clause	Requirements
3.5.3.1	The company shall develop a documented fraud vulnerability assessment plan to establish levels of confidence in the customers for whom the company stores and/or distributes products to reduce the risk of handling fraudulent products; the plan 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, customer profile).
3.5.3.2	Where a high risk of fraudulent product handling is identified, the fraud vulnerability assessment plan shall include appropriate processes to mitigate the identified risks.
3.5.3.3	The fraud vulnerability assessment plan shall be kept under review to reflect any changing circumstances that 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. As a minimum, these shall include: • a description of how the traceability system works, including a summary of the documents and records that capture product identification and traceability information, and the link between them • the documents that should be referenced during a traceability test • a procedure for ensuring that records are maintained.
3.6.2	Inventory records for vehicles shall enable products to be tracked from loading to delivery, including the tracking 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 a predetermined frequency, at least annually, to ensure that traceability can be determined, including consignor details, through the warehouse/store and/or distribution to the final consignee and vice versa, including any quantity check and mass balance exercises. The test shall include subcontracted storage and/or distribution where appropriate. The results shall be retained for inspection. Full traceability should 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, as a minimum: • identification of key personnel who constitute the withdrawal and recall management team, with clearly identified responsibilities • guidelines for deciding whether a product needs to be withdrawn and/or recalled and which records 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. withdrawal and 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, as appropriate • 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 implement ongoing improvements to avoid recurrence.
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 to agree what action should be taken. 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 all stages of stock requisition including disposal (see section 3.9). 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.

Clause	Requirements
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 when 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 • failure of, or attacks against, digital cyber-security.
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 or regulatory product safety non-conformity (e.g. a regulatory enforcement notice), the certification body issuing the current certificate for the site against the 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 that 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, they shall be held in such a way as to minimise any further deterioration or prevent contamination of other products.

Clause	Requirements
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. Records shall be maintained.
3.9.4	The site shall have a defined policy for customer returns and rejections.
3.9.5 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, adequately assessed and investigated where required. The results of any investigations shall be documented where sufficient information is available. 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 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 activities affecting product safety, legality, quality and integrity to avoid recurrence. The trend 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 the complaint 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 the environment which may have a potentially adverse impact on products, 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 buildings, they shall be regularly tended and maintained.
4.1.3	The building fabric shall be maintained to minimise the potential for pest entry (e.g. sealing gaps around pipes). 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	Where undertaken, external storage shall be minimised, and items 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 (threat assessment) shall be undertaken to identify any potential risks to the security of products held on the premises in storage or on vehicles, and appropriate controls shall be implemented. The threat assessment shall include both internal and external threats, and shall be reviewed at an appropriate frequency or, as a minimum, annually. It shall also be reviewed 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.

Clause	Requirements
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, quality and integrity.

Clause	Requirements
4.3.1	There shall be a current map or plan of the whole site (including internal and external storage areas, and yard) 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 and frozen areas) • chemical-handling areas (e.g. 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, quality and integrity 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.

Clause	Requirements
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 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, legality or integrity.
4.4.4 XD	All water supplies used for cleaning or in connection with any operation in the storage of products (including hand-washing) shall be potable at the point of use or pose no risk of contamination according to applicable legislation. The water shall be either 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 window breakage, glass windows shall be protected against breakage or the product shall be adequately protected.

Clause	Requirements
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 due to the design of the building or operational requirements, the site shall adopt suitable precautions to prevent pest ingress when these doors are in use (and be closed when not in use) • 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, and 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	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 X	Suitable and sufficient hand-cleaning facilities based on risk shall be provided and easily accessible to staff and, where applicable, vehicle drivers. Hand-washing shall be performed at an appropriate frequency to minimise the risk of product contamination.
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	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	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	The load-carrying area shall be maintained in a condition which facilitates ease of cleaning.
5.1.4	The load-carrying area shall be inspected prior to loading to ensure it is fit for purpose. This shall ensure that (as a minimum): • it is in a clean condition • the walls, ceiling and floor are in a good condition, with no exposed insulation • the door seal is intact • there is no evidence of pests or pest activity • the drain holes (if present) are clean and designed to prevent pest entry • the polar/strip curtains (if present) are clean and intact • the internal lights (if present) are intact • it is free from strong odours which may cause taint to products • it is 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, with the 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, legislative and scheme-specific 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 (threat assessment) shall be undertaken to identify any potential risks (both internal and external) to the security of the load during transportation, when using drop-offs, or accepting returns on the same vehicle. Appropriate controls shall be implemented to reduce the risks. The threat assessment shall be reviewed at an appropriate frequency or, as a minimum, annually. It shall also be reviewed 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	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 understood by drivers and delivery staff.
5.2.4 X	The company shall have procedures for the transport of products, which shall include (where appropriate): • the types of products that will be handled, including returns • exceptions, including any restrictions on mixed loads and waste handling • segregation controls to avoid cross-contamination, mixing of sorts, or taint. This information shall be 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 any potential risk to product safety if there is evidence of an incident (either before or at the point of loading/unloading). These shall include details of: • appropriate controls to ensure the correct reporting of incidents both internally and externally (to the customer and relevant authorities) • how to manage any contamination risk to products.

5.3 Vehicle management

The management of vehicles shall be organised to ensure that legal requirements are met and that 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 the case of vehicle breakdown, accident or incident. The procedures shall ensure that product safety, legality and quality are maintained and 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 and recorded on the load before continuing the journey.

5.4 Vehicle temperature controls

Where environmental control of product (e.g. temperature or controlled atmosphere) is critical to product safety, legality, quality and integrity, the operating limits shall be clearly specified and 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 vehicle and equipment employed (within the vehicles) to demonstrate that they are capable of consistently maintaining specified product temperature requirements in all weather conditions, including the warmest and coolest months. The company shall take into consideration: • the effect of maximum and minimum loads • the risks during loading and unloading operations, including those at delivery points.
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 a 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 that allows for intervention before product temperatures exceed the defined limits for the safety, legality, quality or integrity of products. Records of inspections shall be maintained.

Clause	Requirements
5.4.3 X	Where settings can be adjusted, measures shall be in place to verify the temperature settings of vehicles prior to loading and dispatch. Vehicles transporting chilled and frozen products shall be at a suitable temperature before loading, or the required air temperature shall be achieved within a defined time of loading that is commensurate with maintaining the specified product temperature. These adjustments 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 the 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 based on risk assessment. Records 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 physical automation systems (including vertical lifts, retrieval systems, conveyor systems, robotics, etc.) are used for product-handling activities, a documented risk assessment shall be completed to identify potential risks to product safety, legality, quality and integrity (including from spillage and damage), while maintaining traceability at all times. The risk assessment shall form the basis for defining a procedure for the acceptance, operation, maintenance, calibration, testing and validation of the system, as appropriate.
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 schedule or condition monitoring system shall be in place which includes all plant and equipment. The maintenance requirements shall be defined when commissioning new equipment.
6.2.2	The site shall ensure that the safety, legality or quality of a product is not jeopardised during maintenance operations.

Clause	Requirements
6.2.3 X	All third-party contractors and engineers shall be aware of and 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 so as to minimise the potential for product contamination.
6.2.5	Records shall be kept of vehicle and equipment maintenance.
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 permanent repair.

6.3 Calibration and control of measuring and monitoring devices

Measuring equipment used to monitor critical control points (CCPs) 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 CCPs and product safety, legality and quality. This shall include, as 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 check measuring and monitoring devices at a predetermined frequency based on risk assessment and, where necessary, adjust the devices to ensure accuracy within agreed parameters. Where adjustment is not possible, inaccurate equipment shall be replaced.
6.3.3 X	Equipment shall be readable and of a suitable accuracy for the measurements it is required to perform. Equipment specified to measure CCPs or product safety, legality and quality 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. When equipment is used to assess critical limits, any uncertainty in calibration must be considered.
6.3.5 X	Procedures shall be in place to record the actions to be taken when the prescribed measuring devices are found not to be operating within specified limits. Where the safety or legality of products is based on equipment that is found to be inaccurate, action shall be taken to ensure that at-risk product is not offered for sale, and the owner/manufacturer of the product shall be notified to agree actions (where appropriate).

Clause	Requirements
6.3.6 X	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 (as identified in clause 6.1.4). Where adjustment is not possible, inaccurate equipment shall be replaced.

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 • the 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.
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. Where cleaning procedures are part of a defined prerequisite plan to control the risk of a specific hazard, the cleaning and disinfection procedures and their frequency shall be validated, and records maintained.
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. To ensure effective operation, the following shall be in place: • validation, confirming the correct design and operation of the system • an up-to-date schematic diagram of the system layout • where rinse solutions are recovered and re-used, an assessment of the risk of cross-contamination (e.g. due to the re-introduction of allergen). 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.

Clause	Requirements
6.4.6	Records shall be maintained of the cleaning undertaken. These shall include any cleaning of vehicles carried out by subcontractors (e.g. tanker cleaning) and, where required by customers, cleaning certificates.
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 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.

6.6 Pest 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	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.
6.6.4 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 documented. The risk assessment shall be reviewed whenever: • there are changes to the buildings 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.
6.6.5 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.
6.6.6 XD	Pest management documentation and records shall be maintained. As a minimum, these shall include: • an up-to-date plan of the whole 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 deployment and action to be taken in the case of emergencies • any observed pest activity • details of pest control treatments undertaken. Records may be on paper (hard copy) or controlled in an electronic system (e.g. an online reporting system).

Clause	Requirements
6.6.7 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.
6.6.8 XD	Results of pest management inspections shall be assessed and analysed for trends on a regular basis. As 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.
6.6.9 XD	Records of pest management inspections, pest proofing, 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.
6.6.10 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, including advice on stock held for a prolonged period • 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.

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, legality, quality or integrity 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 that this meets any specified customer requirement as a 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, this shall be adequately controlled, monitored, recorded and verified during handling and storage.

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	Where the storage area is temperature-controlled, temperature-recording equipment with suitable alarms shall be fitted to all storage facilities, or there shall be a system of recorded manual temperature checks, typically every 4 hours or at a frequency which allows for intervention before product temperatures exceed the defined limits for the safety, legality, quality or integrity of products.
7.3.3 X	Facilities shall be adequate to maintain products within the temperature range detailed in the product specification.
7.3.4 X	Where temperature control is required, process parameters critical to product safety (including product handling and scheduling of transfer operations) shall be monitored to maintain temperature control. Procedures shall be established which clearly define acceptable and unacceptable criteria so that appropriate actions can be taken. The procedures shall take into account: • maximum limits for the period of time that particular types of product may remain outside a temperature-controlled environment, including at loading, unloading and staging areas • the effect of local seasonal temperature variations (e.g. temperature, condensation, humidity).
7.3.5 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.
7.3.6 X	In circumstances where a controlled atmosphere is critical to product safety, quality, legality or integrity, 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. Changes to the equipment settings shall only be completed by trained and authorised staff and, where applicable, controls shall be password-protected or otherwise restricted.
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 or where necessary restrictions on product placement have been 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.

Clause	Requirements
7.4.1	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) which pose a contamination risk in identified areas shall include: • a list of those items, detailing their location, number, type and condition • recorded checks of the condition of these items, carried out at a specified frequency that is based on the level of risk to the product • details on cleaning or replacing these items to minimise the potential for product contamination.
7.4.2	All spillages or breakages that pose a risk of product contamination shall be recorded in an incident report.
7.4.3	Processes shall be in place to manage the use, storage and handling of chemicals to prevent chemical contamination. These shall include, as 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 by authorised personnel • use of chemicals by trained personnel only.

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 the stated shelf life for onward sale, and shall be in compliance with the 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 the 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		The company shall have a procedure in place to ensure that the potential risk of allergenic contamination of products is minimised. This shall take into account the particular packaging formats of products that are at an increased risk of damage, along with the physical state of any allergen-containing products (i.e. powder, liquid, particulate).
7.7.2 X		A documented allergen management plan shall be established to mitigate the cross-contamination risk to products. Control measures shall consider: • spillage controls • specific handling procedures to reduce product damage • any additional controls requested by the customer/product owner (e.g. 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 and routinely verified for their effectiveness.

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 employment 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 training records to demonstrate that the training is appropriate and effective.
8.1.3	Records of all training shall be available. These shall include, as 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 employment 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 the 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/workwear • the wearing of jewellery • smoking, eating and drinking • hand-cleaning/personal hygiene • reporting of sickness.

Clause	Requirements
8.2.2	The requirements for personal hygiene shall be communicated to all personnel, agency staff, contractors and visitors. Compliance with the requirements shall be checked regularly.
8.2.3	Smoking (including the use of electronic cigarettes), where permitted under law, and 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 workwear is provided, this shall be maintained in a good and clean condition.
8.2.5	All cuts and grazes on exposed skin shall be covered by an 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 food products

The Standard applies primarily to the storage and distribution of packaged products which are already protected; however, there are permitted exceptions (as specified in Part I under 'Scope of applicable products), and this section applies to the activities surrounding open food products.

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

Permitted open food products are limited to:

- open boxes and trays of fruit and vegetables – this includes a small amount of order-picking from trays of fruit and vegetables to smaller quantities to fulfil customer orders (e.g. for food service customers)
- trays of raw fish/crustaceans/other sea food
- carcasses of meat.

To be covered by the Standard, only the open food products listed above shall be received into storage and released for distribution without any further preparation (including cutting and trimming) or processing.

For all other open food product handling and processing operations, the Global Standard for Food Safety shall be used.

9.1 Hazard and risk analysis

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

Clause	Requirements
9.1.1	The map of the premises (clause 2.8) shall include those areas where the product is at different levels of risk from contamination. The map shall show: • open food product handling areas • pre-packed food product handling areas. These areas shall be considered when determining the prerequisite programmes for reducing the risk of cross-contamination.
9.1.2	Where open food products that are prone to microbial growth (clause 2.9) are handled, a documented risk assessment shall be completed to determine the risk of pathogenic cross-contamination during storage and transportation, and appropriate controls shall be implemented. The risk assessment shall take into account the potential sources of microbiological contamination and include: • the nature of the 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.

9.2 Staff facilities

Clause	Requirements
9.2.1	Suitable and sufficient hand-washing facilities shall be provided at access points to open food product handling areas. Such hand-washing facilities shall provide, as 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 products are stored and handled, toilets shall not open directly into the storage areas, and hand-washing facilities cannot be located within the toilets.
9.2.3 X	Where separate changing facilities are required, the site shall provide documented instructions on the following: • protective clothing required to 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 of the product shall be regularly monitored based on risk assessment. The gases, water or ice shall present no risk to product safety or quality and shall comply with relevant legal regulations.

9.4 Maintenance

Clause	Requirements
9.4.1	Food grade lubricants shall be used and be of a known allergen status.

9.5 Housekeeping and hygiene

Clause	Requirements
9.5.1 X	Risk-based limits for acceptable and unacceptable cleaning performance shall be defined for food contact surfaces. These limits shall be based on the potential hazards relevant to the product or handling operations. 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 fall outside the acceptable limits.
9.5.2	Where cleaning and disinfection procedures are part of a defined prerequisite plan to control the risk of a specific hazard, the procedures and their frequencies shall be validated. Manufacturers' instructions must be followed and records maintained.

9.6 Protective clothing

Clause	Requirements
9.6.1	A documented risk assessment shall be completed to determine what protective clothing is required to be worn by employees to control contamination risk to open food 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 and 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 the use of canteen and smoking areas).
9.6.3	Protective clothing shall be laundered 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 covered 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.

Wholesale module

10 Wholesale requirements

For the purpose of the Standard, wholesalers are defined as companies that purchase (take legal title to) product 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 they either deliver this product to customer businesses or allow customer businesses to collect. Where a company sells product online directly to the consumer, section 12 relating to e-commerce shall be included within the scope of its certification.

Where the company applies for certification to the wholesale module, the whole of section 10 shall be assessed to decide on the applicability of sections 10.2 and/or 10.3, according to the nature of the products handled. All relevant requirements from the Standard (sections 1–9) must be fulfilled in addition to the applicable requirements outlined in this module. Although certification to this module is voluntary, where a company handles wholesale operations and decides to exclude these activities from the scope of certification, this would be a stated exclusion on its certificate and report. Distribution networks, including postal, courier and pallet network or less-than-load type operations, are excluded from the scope of this module.

To gain certification to the wholesale module, companies must meet the requirements of section 10.1 and the relevant requirements of sections 10.2 and/or 10.3. The sections can be summarised as follows:

- **10.1 General requirements applicable to all wholesalers** These requirements are applicable to all products purchased for resale by the wholesalers.
- **10.2 Branded products** These requirements are applicable to the purchase and wholesaling of branded products.
- **10.3 Wholesaler-own, wholesaler-exclusive and/or customer-exclusive branded products** These requirements are applicable to wholesalers who sell:
  - own-label branded products under the wholesaler's name
  - branded products under a label exclusive to the wholesaler
  - customer-exclusive branded products developed to the customer's/wholesaler's specification.

10.1 General requirements applicable to all wholesalers

10.1.1 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
10.1.1.1	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.

Clause	Requirements
10.1.1.2	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 dispatch by the manufacturer to receipt by the company (including 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 shall be achievable within 4 hours (1 day when information is required from external parties).

10.1.2 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 this be required.

Clause	Requirements
10.1.2.1	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, as applicable • 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.
10.1.2.2	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.
10.1.2.3	In the event of a product recall being initiated by the wholesaler, the certification body that issued the current certificate for the site against the Standard shall be informed within 3 working days of the decision to issue a recall.

10.2 Branded products

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

10.2.1 Supplier approval and performance monitoring

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

Clause	Requirements

10.2.1.1	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 shall include one or more of the following:
	• enforceable warranties from the supplier
	• historical trading relationship and brand reputation
	• where product is purchased from any company that is not the manufacturer, packer or (for bulk products) the consolidator (e.g. an agent or broker), information is required to enable the approval of these companies. This shall be obtained from the agent/broker, unless they themselves are certificated to a BRCGS standard (e.g. Global Standard for Agents and Brokers) or a standard benchmarked by GFSI
	• a valid certification to the applicable BRCGS or GFSI-benchmarked standard. The scope of the certification shall include the products purchased
	• a supplier audit, with a scope to include product safety, traceability, HARA or 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, HARA or HACCP review, and good manufacturing practices
	  • obtain and review a copy of the full audit report
	or
	• 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, HARA or HACCP review, and good manufacturing practices, and it shall have been reviewed and verified by a demonstrably competent person.

10.2.1.2	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.
10.2.1.3	The procedures shall define how exceptions are handled (e.g. the purchase of products where auditing or monitoring has not been undertaken).

10.3 Wholesaler-own, wholesaler-exclusive and/or customer-exclusive products

10.3.1 Supplier approval and performance monitoring

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

Clause	Requirements
10.3.1.1	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.

10.3.1.2	The approval and monitoring procedure shall be based on risk and include one or a combination of:
	• certification (e.g. to a BRCGS 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, HARA or 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, HARA or HACCP review, and good manufacturing practices
	  • obtain and review a copy of the full audit report
	or
	• 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, HARA or 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.

10.3.1.3	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.
10.3.1.4	There shall be a documented procedure to define the use of exceptions or emergency supplier approval processes. Where a site handles customer-branded product, the customer shall be made aware of the relevant exceptions.

10.3.2 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
10.3.2.1 X	The company shall have a system for identifying whether customers have specific requirements. Where there are such requirements, they shall be made known to the relevant staff within the company and kept up to date.
10.3.2.2 X	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 such 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.
10.3.2.3 X	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 the manufacturer or processor.

10.3.3 Product fraud risk management

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

Clause	Requirements
10.3.3.1	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.
10.3.3.2	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.

Clause	Requirements
10.3.3.3	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.

10.3.4 Product design/development

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

Clause	Requirements
10.3.4.1	There shall be a procedure for the assessment and approval of products to be sold as wholesaler own-brand or exclusive brands which includes: • 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.
10.3.4.2	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.
10.3.4.3	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.
10.3.4.4	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.
10.3.4.5	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.
10.3.4.6	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 example for some long-life products, a documented science-based justification for the assigned shelf life shall be produced.

10.3.5 Specifications

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

Clause	Requirements
10.3.5.1	Specifications shall be adequate, accurate and ensure compliance with relevant safety and legislative requirements. These shall include key data to meet legal requirements and assist the consumer 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.
10.3.5.2	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.

10.3.6 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
10.3.6.1	Monitoring of incoming products for compliance to specification shall be based on risk assessment. Inspection methods, 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.
10.3.6.2	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.
10.3.6.3	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.
10.3.6.4	Personnel undertaking product testing and analyses shall be suitably qualified and/or trained, and be competent to carry out the analyses required.

Cross-docking module

11 Cross-docking requirements

For the purpose of the Standard, cross-docking is defined as the process of unloading products from incoming vehicles, and sorting, staging and loading products onto the outbound vehicles at locations different from the main certificated facility. Products are not formally put away into storage at a cross-docking facility.

Where cross-docking occurs at the certificated site, this activity will be covered under the main certification audit and this module is not applicable.

Where the company applies for certification to the cross-docking module, cross-docking facilities shall either be under the direct control of, or have a legal or contractual relation to, the main certificated site, and all relevant requirements from the Standard (sections 1–9) must be fulfilled in addition to the requirements outlined in this module.

The audit protocol for the cross-docking module is explained in Part III, section 1.6.

Distribution networks, including postal, courier and pallet network or less-than-load type operations, are excluded from the scope of this module. Similarly, repacking, labelling or other secondary packing operations (on packed products) are not covered under the scope of this module.

11.1 Main certificated site

The main certificated site shall be able to demonstrate authoritative control over product movement through cross-docking facilities.

Clause	Requirements
11.1.1	The main certificated site shall manage and maintain interactions with the cross-docking facilities for the activities, products and processes/process steps related to the scope of certification.
11.1.2	The main certificated site shall have authoritative control of the product safety management system of all cross-docking facilities and shall be responsible for issuing, maintaining and, where appropriate, retaining relevant documentation related to the cross-docking activity.
11.1.3	There must be an internal audit programme for all cross-docking facilities under the control of the 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.
11.1.4	Internal audit reports shall be reviewed by the main site which includes addressing any non-conformities raised.

11.2 Traceability and mass balance

The cross-docking facility shall be able to trace movement of products through the operation, including any returns and vice versa.

Clause	Requirements
11.2.1	The facility shall maintain a traceability system for all batches of product which are cross-docked, including vehicle information and any returns.
11.2.2	The facility 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 tests. The traceability test shall include a summary of the documents that shall be referenced during the test, and clearly show the links between them.
11.2.3	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.

11.3 Product handling and returns

The cross-docking facility 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 the HARA or HACCP plan.

Clause	Requirements
11.3.1	Documented process specifications and/or work instructions shall be available for the key process steps involved in the handling of products (including during transportation) to ensure product safety, legality and quality. The process specifications and/or work instructions (as appropriate) shall include: • special handling requirements for incompatible products • restrictions on mixed loads • temperature limits and handling requirements for temperature-sensitive products • damages/reject criteria • any additional prerequisites or control points identified in the HARA or HACCP plan. The process specifications and/or work instructions shall be understood and made available to the relevant staff.
11.3.2	The procedure for product return shall be documented and understood by relevant staff, including drivers. The facility shall investigate all returned product to ensure that any out-of-specification product is effectively managed to prevent unauthorised release.
11.3.3	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.

11.4 Environmental controls

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

Clause		Requirements
11.4.1 X		The 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 the removal of temperature-sensitive products prior to loading • segregation controls (including on vehicles) • managing unforeseen delays • the effects of local variation (e.g. temperature, condensation, humidity). Limits of acceptable and unacceptable criteria must be clearly defined, and procedures shall be in place to establish the safety status and quality of product to determine what action should be taken.

E-commerce module

12 E-commerce requirements

For the purpose of the Standard, e-commerce is defined as companies selling finished goods or products online to other businesses and/or the final consumer. This module can only be applied to companies that have storage facilities under their direct control and where products (in the scope of the Standard) are received, sorted, packed to order and delivered either to customer businesses or directly to the consumer. Online sale activity is not in the scope of the module.

Where the company applies for certification to the e-commerce module, all relevant requirements from the Standard (sections 1–9) must be fulfilled in addition to the applicable requirements outlined in this module.

Where the company purchases products for resale which are covered under the wholesale module (section 10) and intends to use them for e-commerce activities, the site must include section 10 within the scope of its certification.

Where repacking, labelling or other secondary packing operations (on packed product) are completed, the main certificated site must include section 15 of the contracted services module within the scope of its certification.

Although certification to this module is voluntary, where a company handles e-commerce operations and decides to exclude these activities from the scope of certification, this would be a stated exclusion on its certificate and report.

Note that distribution networks, including postal, courier and pallet network or less-than-load type operations, are included within scope of this module, but their applicability is limited to the final mile of delivery operations only.

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 and in the country where the product is to be delivered.

12.2 Customer contractual agreement

The site's senior management shall ensure that processes are in place to determine the customer's expectations, define the requirements according to the legislation in the country of sale and country of delivery, and ensure that these requirements are understood and fully implemented by the relevant personnel.

Clause	Requirements
12.2.1	Contracts or formal agreements shall exist between the company and customer which clearly define service expectations and ensure that potential risks associated with the service have been addressed. These shall include information on (where appropriate): • delivery periods • specific product-handling instructions • change/cancellation options • substitution policy • returns 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 the 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, as stated in clause 3.5.1.2.

12.3 Traceability and mass balance

The site shall be able to trace products sold online 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 sold online to ensure traceability can be determined from the customer's order through to delivery to the customer and vice versa, including quantity check/mass balance tests. 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 the HARA or HACCP plan.

Clause	Requirements
12.4.1	Documented process specifications and/or 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 and/or work instructions (as appropriate) shall include: • special handling requirements for incompatible products • restrictions on mixed loads • temperature limits for temperature-sensitive products • managing unforeseen delays • special packaging formats and the packaging material to be used • damages/reject criteria • labelling instructions • coding and shelf-life marking • any additional prerequisites/control points identified in the HARA or HACCP plan. The process specifications and/or work instructions shall be made available and understood by the relevant staff.
12.4.2	Procedures for product return shall be documented and understood by the relevant staff, including drivers. The site shall investigate any returned product to ensure that any out-of-specification product is effectively investigated and managed to prevent unauthorised release.
12.4.3	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.

12.5 Packaging system performance – testing and validation

Packaging systems must be tested, validated and inspected to demonstrate that they are capable of maintaining product safety, legality, quality and integrity under transport conditions.

Clause	Requirements
12.5.1	All packaging systems used shall be designed and constructed to ensure effective operation. The company shall undertake a validation study to confirm the correct design and operation of the packaging system to identify potential risks to product safety, legality, quality and integrity and establish its suitability across products or product types for intended use. This validation study shall take into account the potential impact of, where applicable: • the shipping environment • distribution channel • product dimensions • multiple-product packing • product fragility • external climatic conditions • handling and storage (including spillage and leakage risk) • effectiveness of packing (including minimum and maximum loads) • re-usage of any component of the packaging system • potential risks to the security of the products • any risks associated with the above steps that are subject to legislative control. Consideration shall also be given to quality of the final product delivered to the customer.
12.5.2	Where validation of the packaging system is provided by the supplier, the level of confidence in its effectiveness to maintain the correct temperature shall be supported by conducting an independent transit test in a real operating environment.

12.5.3 X	The 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 and the cooling media used, shall be defined. This shall include (where applicable):
	
	• an up-to-date schematic diagram of the packaging system with key control points
	• a validation study which shall consider (in addition to the requirements stated in clause 12.5.1):
	  • the product-loading arrangement
	  • the location of the cooling media.

12.5.4	The output from this assessment (clause 12.5.1) shall enable the site to establish the most suitable packaging system configuration per product or product type for its intended use. Full details of the packaging system, including the packaging material, product types and any critical parameters (temperature limits), shall be defined and documented in the form of process specifications (clause 12.4.1). These specifications shall be made readily available to relevant staff.

Clause	Requirements
12.5.5	The validation study (clause 12.5.1) shall form the basis of acceptance and be used to determine the frequency of ongoing testing and the verification procedure for the various packaging systems used. The procedure shall be reviewed at least annually or when: • there is a change in packaging material (including cooling media) • there is a significant increase in the number of complaints • a new risk emerges • a product is recalled or withdrawn. Records of the results shall be maintained.
12.5.6	Alterations or additions to the packaging system shall be authorised by the HARA or HACCP team leader before changes are made, and a record of the changes shall be maintained.
12.5.7	Where any component of the packaging system is re-used (e.g. cooling media or packaging material), a documented procedure needs to be established, detailing the actions to be taken (e.g. additional cleaning) where cross-contamination risks are identified (e.g. due to the introduction of allergens).
12.5.8	A periodic inspection of the components that are re-used (e.g. cooling media or packaging materials) shall be completed to ensure any damaged items are removed.

12.6 Use of the distribution network for final mile deliveries only

Procedures shall be in place to ensure that where distribution networks (including postal, courier and pallet network or less-than-load type operations) are used for distributing products, they do not present a risk to the safety, security or quality of the products.

Clause	Requirements
12.6.1	There shall be a documented procedure for the approval and monitoring of suppliers of distribution network services. This procedure shall be risk-based and take into consideration compliance with any specific legal requirements or potential risks to the security of products (as identified in clause 12.5.1).
12.6.2	Contracts shall exist between the company and the suppliers of distribution network services to define the nature of the service provided and ensure that any potential product safety risks associated with the service have been addressed.
12.6.3	A contract review shall be sufficiently frequent (or at a minimum annual) to ensure that data is current, taking into account service changes, regulations and other risks. Reviews and changes shall be documented.
12.6.4	The performance of the supplier shall be monitored, and action taken where services fail to meet requirements.

Contracted services modules

Storage and distribution operators sometimes provide additional contracted services to their clients as well as the storage and/or distribution of products. To gain certification for a particular scope of contracted services, companies must meet the requirements of both section 13 (contractual arrangements) and those of the applicable services, as follows:

- 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 (other than the permitted exclusions to the scope of the Standard in section 9), the 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 Global Standard for Consumer Products.

Where the company applies for certification to the contracted services module, all relevant requirements from the Standard (sections 1–9) must be fulfilled in addition to the applicable requirements outlined in this module.

Although certification to this module is voluntary, where a company handles any of the contracted services operations and decides to exclude these activities from the scope of certification, this would be a stated exclusion on its certificate and report.

13 Contractual arrangements (all services)

All contracted services undertaken shall be clearly specified and reviewed prior to acceptance to ensure that the requirements can be met, any risks to other products are assessed, and any necessary controls are 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.
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 the services are included within the site's HARA or HACCP plan. New products or service components shall be assessed to identify any additional potential risks and appropriate controls.

Clause	Requirements
13.4	The company shall be able to trace products through the operations undertaken and, where appropriate, the completion of a quantity check/mass balance test.
13.5	The procedures to undertake the service shall be documented and understood by the staff responsible for undertaking the work.
13.6	Staff shall receive training as required to deliver the services to the specification agreed.
13.7	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.

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, legality and quality 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 offline 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	The setting of, 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.

Clause	Requirements
15.7	Where online 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. As 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 (e.g. a documented and trained manual checking procedure) in the event of a failure in the online verification equipment.
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. As a minimum, these 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's requirements.

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 the customer's specification requirements.
16.4	All equipment used for quantity measurement shall be legally acceptable and regularly calibrated.
16.5	Underweight/under-measure (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. As a minimum, these 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/defrosting and high-pressure process operations

Where the site undertakes contract chilling/freezing/tempering/defrosting 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 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, quality or integrity of products.
17.4	In the case of equipment failure or process deviation, procedures shall be in place to immediately advise the owner of the product and to take any action as required by the owner.

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). Performance shall be monitored to ensure that 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 (either at 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 control requirements, including the cleaning methods and materials to be used • additional cleaning requirements for vehicles before their re-use for transporting products. This information shall be made available to, and understood by, the driver.
19.4	The handling of materials received for waste/recycling shall be carried out in a manner which prevents the risk of contamination of products.
19.5	Waste/recycled materials shall be stored in a manner which does not attract or present harbourage for pests.
19.6	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.
19.7	Where the ultimate disposal of materials is governed by legal requirements, these shall be understood and the site and waste contractors licensed as appropriate.

Part III
Audit protocol

Introduction

1 General protocol – audit preparation

2 Announced audit protocol: Option 1 (1 in 3 unannounced)

3 Announced audit protocol: Option 2 (blended two-part audit)

4 Unannounced audit protocol: Option 1 (single visit)

5 Unannounced audit protocol: Option 2 (two-part audit)

6 General protocol – post audit

Part III
Audit protocol

Introduction

This audit protocol provides the specific requirements for auditing and certification to the Global Standard for Storage and Distribution. It shall be used by the certification bodies undertaking certification and provides the basis for accreditation bodies when carrying out their own audit and surveillance work of certification bodies seeking accreditation to operate the Standard. The protocol also provides guidance for companies seeking certification on the audit and certification process to help them prepare and organise for the audit.

Every effort has been made to ensure that the content of the requirements and the audit protocol are accurate at the time of issue. However, the audit protocol may be subject to minor change, and reference shall be made to the BRCGS website (**brcgs.com**) for any changes to the protocol. The website will also provide any further interpretations or updates of the Standard should this become necessary during the life of this issue.

Most companies using the Standard wish to be independently assessed to demonstrate that they meet the requirements of the Standard and obtain certification to the BRCGS scheme. This assessment takes the form of an audit visit which is carried out by an independent certification body registered with BRCGS. BRCGS does not carry out audits directly itself. Certification will be granted following a successful site audit and the completion of action to address any non-conformities to the satisfaction of the certification body.

The process by which a site gains and maintains certification is summarised in Figure 1, and details of the key process steps for the four audit options are provided in sections 2, 3, 4 and 5.

To gain and maintain certification to the Standard, the company must be committed to ensuring and maintaining compliance with its requirements at all times. It is the responsibility of the site to maintain certification; the certification body may assume responsibility for maintaining the ongoing audit programme.

Learn	• Visit brcgs.com • Review any appropriate guidelines
Audit preparation	• Select an audit option (announced or unannounced) , with or without additional modules • Self-assess compliance with the Standard • Select a certification body • Define scope of the audit
Audit planning	• Ensure information and appropriate personnel are available for the audit, even if the audit is unannounced • Provide information to certification body for audit preparation • Define audit date (or parameters if unnanounced) and agree audit duration based on audit duration calculator
On-site audit	• Opening meeting • Inspection of site/storage facility (where applicable) • Document review • Traceability exercise and check of associated records and documentation • Vehicle audit (where applicable) • Final review of findings by auditor • Closing meeting – review audit findings and confirm any non-conformities Note that there is no requirement for the auditor to carry out the audit in the order listed above, but the audit must include all applicable elements.
Non-conformities and corrective action	• Carry out corrective action (and provide evidence) for any non-conformities identified within 28 days (90 days for an initial audit) or revisit depending on number and nature • Certification body reviews evidence in 14 days • If corrective action deemed satisfactory, certificate, audit report and corresponding grade issued within 42 days of the audit date (104 days for initial audits)
Post-audit	• Ongoing maintenance of the Standard and continual improvement • Get login details for the BRCGS Directory and share audit report with any required customers • Use of BRCGS logos • Ongoing communication with certification body • Schedule re-audit date before re-audit due date

Figure 1 Audit protocol – how to gain certification

1 General protocol – audit preparation

1.1 Selection of an audit option

There are a number of options and processes available for sites to demonstrate their commitment to the Standard.

1.1.1 Announced audit programme (with mandatory 1 in 3 unannounced)

Sites opting into the announced audit programme must undertake one mandatory unannounced audit every 3 years.

The audit date is agreed with the certification body in advance and all the requirements of the Standard are audited during the audit visit. For the unannounced audit that occurs once every 3 years, the certification body will notify and agree this within 3 months of the previous audit to ensure that the site is aware that an unannounced audit will take place in the coming year.

Successful sites are awarded a certificate with the grade of AA, A, B, C or D, depending on the number and type of non-conformities identified, while the sites undergoing a mandatory unannounced audit will receive an unannounced grade of AA+, A+, B+, C+ or D+, depending on the number and type of non-conformities identified.

There are two options for announced audits, which allow companies to decide the one best suited to their business requirements:

- **Option 1 Full audit** The whole Standard is audited on a single visit, typically lasting 1–2 days. The audit will be announced or unannounced, based on the audit cycle. This option is available for both existing certificated sites and those new to certification.
- **Option 2 Blended audit** The audit visit is split into a remote visit followed by an on-site visit, each typically lasting 1–2 days. The first visit, which is remote and planned, looks predominantly at the documented systems and records using ICT (information and communication technology), while the second visit is an announced on-site audit. This approach allows companies to ensure that appropriate managers are available to assist with the audit of documentation and the on-site visit. This option is only available for recertification announced audits and not for initial or unannounced audits.

The blended audit is only offered by the certification body following a risk assessment. More details on the announced audit programmes can be found in sections 2 and 3.

1.1.2 Unannounced audit programme

The unannounced audit options are available for existing certificated sites. The unannounced audit options provide sites with the opportunity to demonstrate the maturity of their quality systems, and successful sites are awarded grades of AA+, A+, B+, C+ or D+ depending on the number and type of non-conformities identified at the audit.

The conducting of an independent, unannounced review of the production facilities, systems and procedures under this scheme provides a site's customers with added confidence in the site's ability to consistently maintain standards. This may influence the frequency of customer audits, where conducted, and other performance measures applied by the customer.

There are two options for unannounced audits, which allow companies to decide the one best suited to their business requirements:

- **Option 1 Full audit** The whole Standard is audited on a single unannounced visit, typically lasting 1–2 days.
- **Option 2 Two-part audit** The audit is split into two separate visits, each typically lasting 1–2 days. The first visit, which is unannounced, audits predominantly site and vehicle operating standards. The second visit, which is planned, looks mainly at the documented systems and records. This approach allows companies to ensure that appropriate managers are available to assist with the audit of documentation.

The grading and reporting for each option is the same. The unannounced audit process for Options 1 and 2 is summarised in Figure 2. More details on the unannounced audit programme options can be found in sections 4 and 5.

1.2 Self-assessment and preparation

It is essential that the site is assessed against the current issue of the Standard; this can be checked on the BRCGS website (**brcgs.com**).

The Standard should be read and understood and a preliminary self-assessment should be conducted by the company against the Standard to prepare for the audit. Any areas of non-conformity should be addressed by the site.

Further information, guidance and training to ensure compliance with the Standard, including a downloadable self-assessment tool, is available at **brcgs.com**. BRCGS also has a full range of guidelines and supporting materials available through its website and via the BRCGS Participate subscription service.

An optional on-site pre-assessment may be carried out by the selected certification body in preparation for the audit to provide guidance to the site on the process of certification. It should be noted, however, that under the rules for accredited certification, consultancy cannot be provided by the certification body that will later undertake the certification audit.

Units that are newly built or commissioned must ensure that the systems and procedures in place are compliant before an initial BRCGS audit is undertaken. It is at the discretion of the company whether it wishes to invite a certification body to carry out an audit; however, it is unlikely that full compliance would be satisfactorily demonstrated at an audit undertaken less than 3 months from commencement of operation. This is likely to be the situation even where the site for certification uses quality systems developed by other certificated companies in the group.

1.3 Selection of a certification body

Audits against the Standard are only recognised if these are undertaken by certification bodies that are recognised and approved by BRCGS. BRCGS cannot advise on the selection of a specific certification body; however, BRCGS has a comprehensive programme of measurement of certification body performance around specified key performance indicators (KPIs), the results of which are converted to a 5-star rating and published with the listing of all BRCGS-approved certification bodies on **brcgsdirectory.com**.

1.3.1 Company/certification body contractual arrangements

A contract shall exist between the company and the certification body in accordance with the requirements of ISO/IEC 17065, detailing the scope of the audit and the reporting requirements. The contract shall also contain clauses which allow the effective management of the scheme by BRCGS and accreditation of the certification body by its accreditation body. These are essential to ensure confidence in the way in which the scheme is managed and that consistency is achieved, which benefits all certificated sites. In particular, it is a condition of certification to the scheme that:

- a copy of the audit report and any subsequent certificate or audit result shall be supplied to BRCGS and may also be supplied to the accreditation body in the agreed format for the standard used. Other documents in relation to the audit shall be made available to BRCGS upon request. All documents submitted to BRCGS shall be copies of original documents. Documents provided to the BRCGS will be treated as confidential. Where agreements are in place, BRCGS may make audit reports and certificates available to customers of sites or the authorities for earned recognition purposes. Sharing can be removed by the site at any time through the BRCGS Directory mechanism
- the auditor(s) may be accompanied by other personnel for training, assessment or calibration purposes. This activity may include:
  - training of new auditors by the certification body
  - routine certification body shadow audit programmes

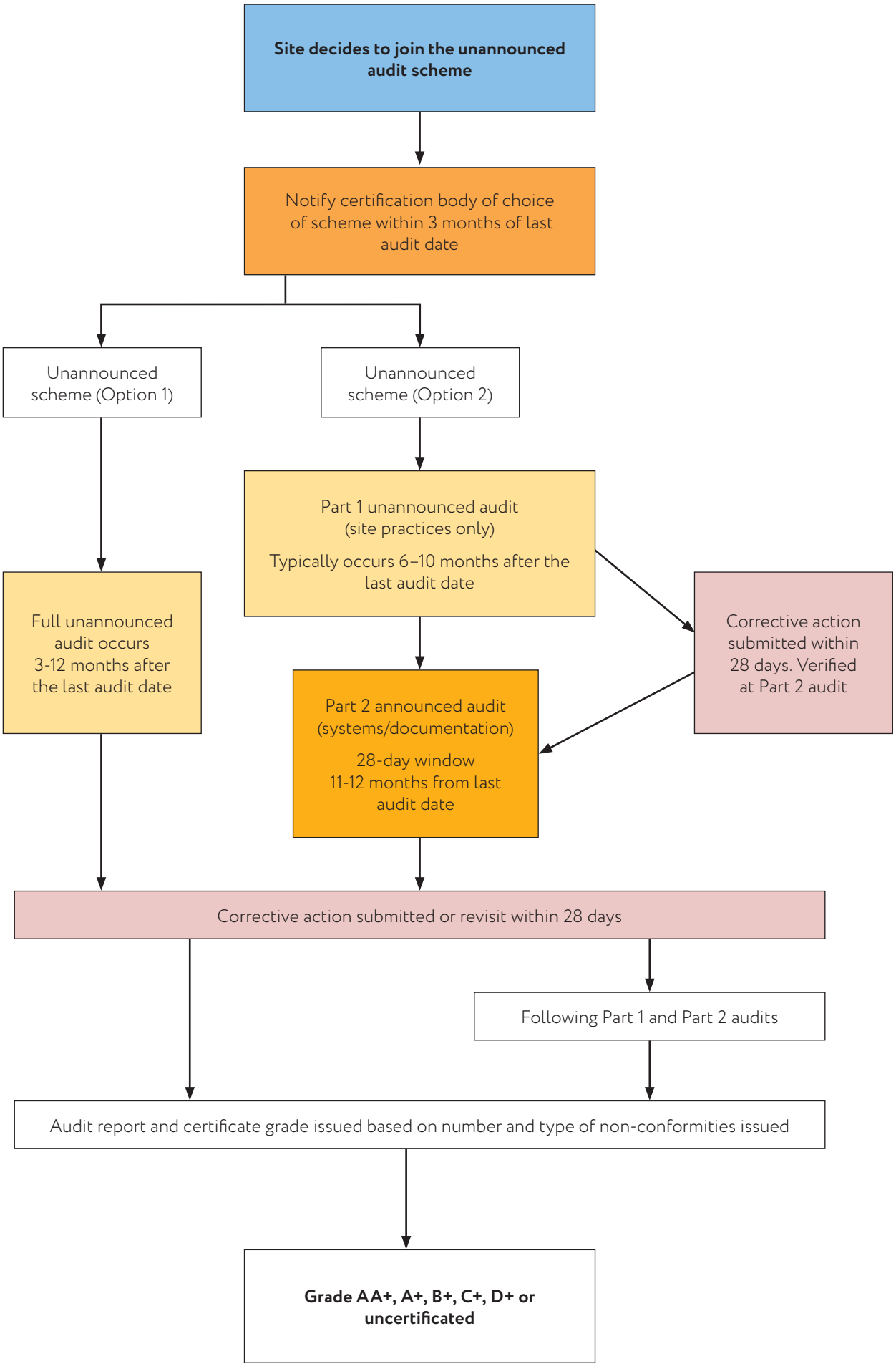

Figure 2 The unannounced audit process

- witness audits by accreditation bodies
- witness audits by BRCGS.

The BRCGS team reserves the right to conduct its own audit or visit to a site, once certificated, in response to complaints or as part of the routine BRCGS compliance activity to ensure the integrity of the scheme. Such visits may be announced or unannounced.

The BRCGS team may contact the site directly in relation to its certification status, for feedback on the certification body's performance, or investigation into reported issues.

The Standard sets out the requirements against which both certificated and uncertificated sites will be audited. Contracts between the certification body and the site shall include a clause acknowledging these obligations. The contract will be formulated by the certification body.

Non-compliance with any of these contractual obligations may affect the status of certification of the site.

1.3.2 Service fee

BRCGS will require a service fee to be collected by the certification body from the company for every audit undertaken. This covers the service package, allowing the company to access BRCGS support services including BRCGS Participate, BRCGS Professional and the BRCGS Directory. The certificate and audit report shall not be valid until the registration fee and the certification body's audit fees have been received, irrespective of the outcome of the certification process.

1.4 Scope of audit

The types of products and activities that can be certificated to the Standard are defined in Part I under 'Scope of the Standard'. It is, however, essential that the site clearly defines the scope of its operations with the certification body in order to assist audit planning and to ensure that the appropriate Standard and modules are used.

1.4.1 Defining the audit scope

The scope of the audit must be agreed between the company and the certification body before scheduling the audit to ensure that an auditor(s) with the correct category and product knowledge is allocated. The audit shall include all the applicable requirements within the Standard and all the processes undertaken for the products included within the scope of the site seeking certification.

In order to define the activities to be audited and the scope for certification, the certification body will need to clearly understand the company and the activities it undertakes. This may be carried out via questionnaire, discussion or pre-audit meeting with the company's management. This planning process shall include establishing a full understanding of the company's activities including, where applicable:

- the operational management structure of the company (i.e. where more than one facility is involved, the role of head office or regionalised systems in meeting requirements of the Standard)
- the location of the company's sites and, where the company operates from more than one location, the interrelationships between different locations and the site(s) to be audited
- any subcontracting arrangements (e.g. for distribution vehicles)
- any limitations on distribution activities imposed by customers (e.g. where loading or unloading is not carried out by the distribution company)
- any product transfer activities undertaken during distribution
- the nature of any additional contracted services to be included within the scope
- the range of products handled and any particular special handling requirements
- any activities that occur only for limited periods each day (e.g. order picking and loading).

The scope of the audit and subsequent certificate shall generally cover all the activities and product categories permitted within the scope of the Standard. By exception, certain activities or products may be excluded from the scope where this is agreed before the audit. Any exclusions that apply shall be clearly stated on the report and certificate.

The wording of the scope and the product groups shall be verified by the auditor during the site audit, and shall enable a recipient of the report or certificate to clearly identify whether the products supplied have been included. The report shall give a description of the processing activities undertaken at the site, including any activities covered by the additional voluntary modules that fall within the scope of the Standard, to provide clarity to the user of the report or certificate.

1.4.2 Exclusions from scope

The fulfilment of the certification criteria relies on a clear commitment from the site management to adopt the best-practice principles outlined in the Standard and to develop a product safety culture within the business. It follows therefore that the exclusion of product categories from the scope of certification shall only be permitted by exception.

The exclusion of product categories handled at a site will only be acceptable where:

- the excluded product categories can be clearly differentiated from the product categories within scope **and**
- the product categories within scope are stored in a physically segregated area of the factory.

Where exclusions are requested, these shall be agreed with the certification body in advance of the audit and considered in the contract review process. Exclusions shall be clearly stated on the audit report and certificate, and the justification recorded on the audit report.

The certification of products must include an audit of the entire process (e.g. from goods intake to delivery to customer). It is not possible to exclude parts of the process undertaken. Where exclusions are accepted, the auditor shall assess any hazards presented by excluded areas or product categories (e.g. the introduction of allergens or foreign-body risks) and non-conformities may be raised relating to the excluded area where this poses a risk to the product categories within the audit scope.

Where a company operates wholesale, e-commerce, cross-docking or contracted services activities, these may be excluded as they are additional voluntary modules of the Standard. However, this information must be clearly stated on the audit report and certificate. Where such exclusions are stated, it doesn't affect a site's ability to use the BRCGS logo.

1.4.3 Specifying the scope on audit reports and certificates

The agreed scope of the certification shall be clearly stated on both the audit report and on any subsequent certificate issued. The description of the scope shall include three components:

- the product categories handled (e.g. chilled food, frozen food, ambient food, packaging materials, textiles, electrical products, etc.)
- the service activities carried out (i.e. storage, distribution, transport only, wholesale, e-commerce, cross-docking, identified contracted services)
- exclusions from scope (i.e. any products handled or activities undertaken at the site but not included in the audit scope; this also applies to additional voluntary modules). Where there are no exclusions, the report and certificate shall say 'none'.

1.4.4 Exclusion of requirements

The requirements of the Standard would be expected to be met in full for a typical storage and distribution operation handling food products. It is possible that where some lower-risk consumer products are handled, some requirements of the Standard may be excluded on the basis of risk. Where requirements are excluded, the site shall provide a documented risk assessment justifying the exclusion. The risk assessment shall be assessed by the auditor and any accepted exclusions itemised on the audit report.

Where a company provides one of the additional voluntary modules (except cross-docking in section 11) and decides to exclude these activities from the scope of certification, it would be a stated exclusion on its certificate and report; however, this would not impact its ability to use a BRCGS logo.

Where companies operate only storage facilities and the distribution is managed by a third party not under the company's direct control, then many of the vehicle requirements in Part 11, section 5 (vehicle operating standards) would not apply. If, however, the site subcontracts the distribution, then the requirements of section 5 shall be included within the subcontracted arrangements with each distribution company.

Where companies operate only distribution activities, some elements of Part 11, section 4 (site and building standards) may not apply.

The auditor shall assess whether a clause is applicable and will indicate this in the report.

1.5 Head office and multi-site operations

A storage or distribution operator may have the added complexity of multiple locations, with the head office managing some audit requirements.

In order to complete the audit process and be in a position to issue a certificate, the auditor shall assess all applicable requirements of the Standard. This may necessitate separate audit visits to a head office and the site to be certificated to complete the audit, or it may be possible to access documentation held at head office from the site.

Where a company has several storage/distribution sites seeking certification, all of which are operating to a centralised system managed at a head office, it is normal for a separate audit of the head office function to be undertaken. Figure 3 provides an example of an audit process flow for a head office with multiple storage/distribution sites.

In such circumstances the certification body will develop a full audit plan that includes the activities of the head office and all its participating sites. The initial audit shall be of the head office, and any non-conformities identified shall be corrected to the satisfaction of the certification body before undertaking the site audits. Any uncorrected non-conformities shall be carried over and included in subsequent site audit reports.

The site audit reports shall provide a complete commentary on how the requirements of the Standard are met, including those activities audited at the head office.

The head office of the company shall be visited annually. Re-audits of individual sites under the head office's control are performed at a frequency dependent on the previous audit performance of that particular site.

Certificates cannot be issued for head office operations. Separate reports and, where appropriate, individual certificates shall be issued for each site.

For the unannounced audit, the head office audit may be completed as an announced audit while other storage and distribution site audits must be completed as unannounced audits.

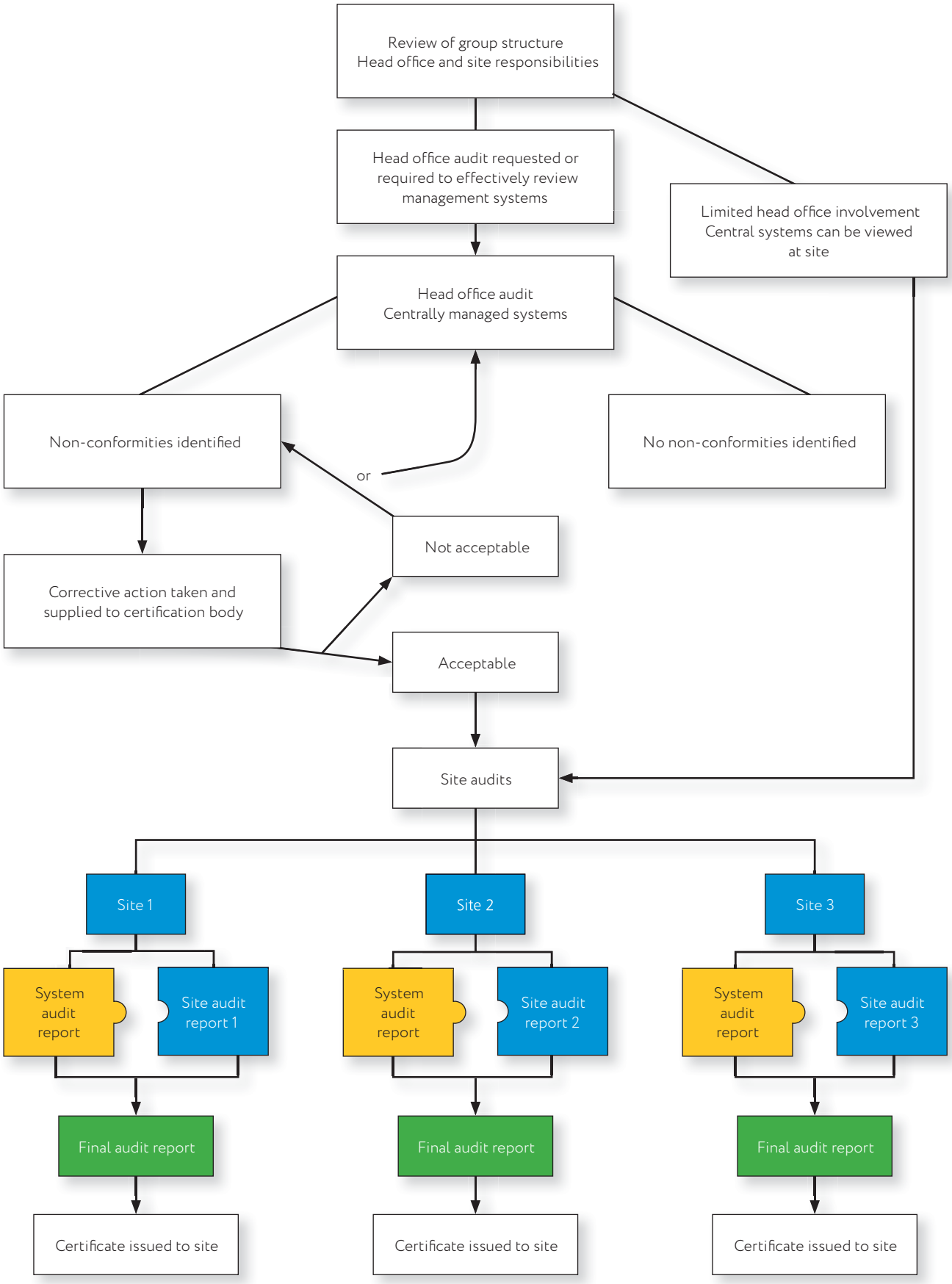

Figure 3 Audit process flow for a head office with multiple sites

1.5.1 Defining the limits of a site

Audit reports and certificates must be site-specific. In practice, however, a company may own several storage facilities/warehouses at different locations all operated under common management as a single operation.

For the purposes of the Standard, the separate buildings may be classed as a single 'site' where all of the following criteria are satisfied. All locations shall:

- be managed by the same management team
- operate to the same site quality management system
- be within 50 km of the location of the site management team.

All locations classified as part of a single site shall be audited at each audit. The addresses of all locations shall be included on the certificate or on an addendum to this and shall be identified in the audit report.

Where trans-shipment activities are conducted, the location for these activities must meet the requirements defined in the site standards (section 4) and be included in the audit programme.

1.5.2 Hub and satellite depots

It is recognised that some distribution companies operate with a hub depot supplying product to one or more smaller regional satellite depots for storage and local distribution. Satellite depots may be included within the certification process of the hub depot where all of the following criteria are satisfied:

- only products from the hub are received into the satellite depot
- management systems for the satellite depot are the same as for the hub
- management responsibility for the satellite depot rests with a manager of the hub depot.

Where these circumstances are met, the satellite depot shall receive an audit visit but as part of the hub depot audit and may therefore be included within the report and certificate of the hub depot.

Where these circumstances are not met, the satellite shall receive its own full audit and receive a separate audit report and certificate, where applicable. Satellite depots may also choose to be audited and certificated as separate sites.

1.6 Cross-docking

Applicable to Part II, section 11 only.

1.6.1 General rules for the main certificated site

The cross-docking module shall be included within the scope of certification for the main site. Where the site is eligible for a multi-site sampling plan (see Table 1), this shall be requested and agreed with the certification body prior to the main audit.

The main site shall be audited by the certification body before the cross-docking facilities. If necessary, a small number of multi-site cross-docking facilities may be audited prior to the audit of the main site; however, this shall be subject to agreement with the BRCGS team.

In the event of non-conformities being identified when auditing a sample of the multi-site cross-docking facilities which cause concern regarding the conformity of the organisation, the certification body shall increase the sample size to increase confidence.

1.6.2 Site selection

A certificated site can choose between two possibilities for auditing its cross-docking facilities:

- **Single audit for each cross-docking facility** Every cross-docking facility shall be audited separately, and receive its own report and corrective action plan. The audit of the main site shall always take place before any audits of the cross-docking facilities.
- **Sampling plan for the multi-site audit of all cross-docking facilities** Cross-docking facilities can be subject to a risk-based sampling plan that includes a minimum sample size.

The sampling plan shall base its minimum sample size on the number of facilities, as shown in Table 1.

Table 1 Sampling plan for multi-site audit of cross-docking facilities

No. of cross-docking facilities	Minimum sample size
<9	3
9–16	4
17–25	5
26–36	6
37–49	7
50–64	8
65–81	9
82–100	10
>100	Square root of total number of facilities (rounded up)

The sampling plan is based on the following considerations:

- 25% of the sample sites shall be selected at random from the sites that were not audited in the previous year
- 75% of the sample sites shall be selected by taking into account:
  - results of internal audits and reviews
  - previous audit performances of that site
  - records of complaints and other relevant aspects of corrective and preventive actions
  - complexity of product types handled at the site (e.g. ambient, chilled, frozen products)
  - modifications since the last audit
  - newly opened sites.

1.6.3 Initial audits

In the first year, the number of cross-docking facilities identified in section 1.6.2 shall be audited within 3 months of the main site's audit date. Audits of cross-docking facilities must be announced, and all facilities (including those within the sampling plan) must pass their audits to achieve certification against this module.

1.6.4 Ongoing audit frequency

Audits of the cross-docking facilities shall be announced, irrespective of whether the main certificated site undertakes an announced or unannounced audit. These audits shall be completed prior to the re-audit due date of the main site.

Where a multi-site sampling plan is devised, the certification body's audit sampling programme shall be reviewed, and audits completed annually against a defined sample size.

The certification body has the right to expand the number of sites to be audited (within the sampling programme) where required.

1.6.5 Audit reporting and certification

After a successful outcome of the audit process, a cross-docking annex shall be issued by the certification body, along with the main certificate. The annex shall include the names and location details of the cross-docking facilities (see Appendix 5 for a template of the cross-docking annex).

If a facility fails its audit, the company in turn will fail to gain certification to the cross-docking module. Where certification has previously been awarded, the certification body shall withdraw and re-issue the certificate without the cross-docking module being included in the scope.

1.6.6 New cross-docking facilities

Should the company wish to add a new cross-docking facility after certification has been granted, the certification body must be notified.

The certification body will conduct a review to determine whether the new facility can be included within the current scope or whether a visit prior to the next audit cycle is required. The 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 (e.g. ambient, chilled, frozen products).

1.7 Auditor selection

It is the responsibility of the site to ensure that adequate and accurate information (detailing the products handled) is given to the certification body to enable the certification body to select an appropriate audit team with the required skills. Auditors must be skilled to audit in the relevant product category, as listed in Appendix 2.

The certification body, auditors and the site must be aware of the need to avoid conflicts of interest when arranging for auditors to visit the site. The site may decline the services of a particular auditor offered by the certification body. The same auditor is not permitted to undertake audits on more than three consecutive occasions at the same site.

Where the audit is not being carried out by the auditors in the native language of the site, an appropriate translator shall be provided who has knowledge of the technical terms used during the audit.

2 Announced audit protocol: Option 1 (1 in 3 unannounced)

This is a full announced audit with one mandatory unannounced audit every 3 years.

With this change in the announced scheme, every site must have at least one unannounced audit at least every 3 years. For sites with annual (12-month) audits, this will result in at least every third audit being unannounced. Sites that receive a grade C or D at any of their audits will still be expected to undergo an unannounced audit every 3 years, but there will obviously be a larger number of announced audits in the interim.

Sites that have opted into the fully unannounced audit programme are not affected by this change, and will continue to follow the unannounced audit protocol outlined in Part III, sections 4 and 5. Where a site chooses to revert to the announced audit programme then these requirements will apply.

2.1 Audit planning

2.1.1 Preparation for an audit visit

For the initial BRCGS audit, the site shall choose a certification body and select and agree a mutually convenient date, with due consideration given to the amount of work required to meet the Standard. For subsequent announced audits, the mutually agreed date must allow sufficient time to ensure the site does not go outside the certification timeframe.

Before any audit, the site is required to review the Standard and make any necessary amendments or improvements to its own operations and systems. The site may also be required to provide the certification body with background information by completing either a pre-audit questionnaire or a pro-forma information sheet. The site shall provide the certification body with any information that would assist the auditor in preparing an effective audit, such as HARA or HACCP documentation, details of its organisational structure and site plan, and any relevant performance data. The site is also required to make the previous audit report available to the auditor and certification body.

There is a requirement to plan carefully for the audit, to have appropriate documentation for the auditor to assess, and to have relevant staff available at all times during the audit. The site shall ensure that where key activities occur only at particular times of day, the certification body is made aware of this to enable it to plan the audit activity accordingly.

The site shall ensure that the activities undertaken at the time of the audit represent the activities included within the scope. Where possible, the widest range of these activities shall be in operation for the auditor to assess. Where the range is large or diverse, the auditor has the discretion to continue the audit until sufficiently satisfied that the intended scope of the certification has been assessed.

For the mandatory unannounced audit, the certification body will discuss audit options with the site, and notify it of the year when an unannounced audit will take place (the actual date of the unannounced audit will not be communicated to the site). This discussion shall occur within 3 months of the previous audit to ensure that the site is aware.

For further information on unannounced audit preparation, see section 4.1.2.

2.1.2 Information to be provided to the certification body

The site shall supply the certification body with background information prior to the audit day to ensure that the auditors are fully prepared and to provide the best opportunity for the audit to be completed efficiently. Submitting detailed information prior to the audit, and in the format requested by the certification body, may reduce the duration of the on-site audit and the time required to produce the final audit report; therefore sites are encouraged to fulfil such requests in a timely manner. The information requested by the certification body may include (but is not limited to):

- the process flow diagram
- a simple site plan
- the management organisational chart
- the list of product categories handled and/or service activities included within the audit scope
- typical shift patterns
- work schedules, to allow audits to cover relevant processes (e.g. night-time operation or dispatches that are not carried out each day)
- number of vehicles in operation and when the vehicles will be on site
- recent quality issues, withdrawals or customer complaints and any other relevant performance data.

The company shall make the previous year's audit report and certificate available to the certification body where this is a contract with a new certification body.

For the information required for the unannounced audit, see section 4.1.3.

2.1.3 Scheduling of the mandatory unannounced audit

The certification body is responsible for managing the audit process and ensuring that within the 3-year period, all certificated sites have received at least one unannounced audit.

The unannounced audit will replace the normal scheduled (announced) audit. It can occur at any stage within the last 4 months of the certification cycle, including the last 28 days before the audit due date (i.e. unannounced audit within the 4 months prior to the audit due date). The audit shall only take place during normal site operations, unless other arrangements have been agreed in advance with the site.

The site must *not* be notified of the proposed audit date in advance.

2.1.4 Nominating non-audit days

Applicable only to the mandatory unannounced audit.

Compliance with the Standard is expected to be maintained at all times and the site should therefore always be 'audit ready'. However, there may be dates when an audit genuinely cannot take place, for example, when there is a planned customer visit. Therefore, a site may nominate up to 10 days when it is not available for an audit. Sites on a 6-month audit schedule (e.g. sites certificated to the Standard with grades C or D) may nominate a maximum of 5 days.

Days when the site is not operating (e.g. public holidays or site holidays) are not included with the 10 days (or 5 days). Any such non-operational days must be notified to the certification body. The dates and reasons must be provided to the certification body at least 4 weeks in advance. The certification body may challenge the reason where this does not appear appropriate, and at its discretion accept these nominated dates. Certification bodies are expected to operate discretion in the case of emergencies.

It is a condition of the unannounced audit that the auditor shall be granted access to the site for the audit on arrival. If access is denied, the site will be liable for the auditor's costs and it will revert to the announced audit scheme. At the discretion of the certification body, the existing certificate may also be suspended or withdrawn.

2.2 Duration of audit visit

The duration of an audit visit for a single location undertaking storage and distribution shall typically be 1 working day, with a further half-day for the completion of the audit report. A calculator has been developed to assess the expected time required to undertake an audit of any site to ensure consistency, and this shall be used as the basis for calculating the total audit duration. The calculator is available on the BRCGS website (**brcgs.com**).

Although it is recognised that the duration of an audit is typically 1 working day, certain factors may necessitate an increase or decrease in the duration of the audit. These factors will require careful consideration, both upon confirmation of the expected duration of the audit and during the audit itself. Please note that the audit duration cannot be less than 1 day (i.e. the minimum duration is 1 day).

In some cases, certification bodies may request documentation for review prior to the audit visit. The time required to assess this documentation is in addition to the duration of the audit visit.

Factors that may lengthen the duration of the audit include:

- more than one location, with separate office and storage sites
- any need to witness the unloading of vehicles or to accompany drivers
- the use of contracted services
- a large, widely dispersed site

- high numbers of site staff
- the first visit by the auditor to the site
- the audit not being carried out in the first language of the auditor
- a high number of non-conformities recorded at the previous audit
- difficulties experienced during the audit that require further investigation
- an ill-prepared site or poorly coordinated documentation.

Factors that may reduce the duration of the audit are:

- the exclusion of distribution from the scope of a storage site
- sites applying only for distribution
- limited product and process diversity
- low numbers of staff
- a modern purpose-built site
- quality management systems managed centrally and separately audited
- a well-structured and established hazard and risk management system
- a well-structured and established quality management system
- a well-briefed site prepared to provide the evidence required (procedures, records and other documentation).

The audit covers both systems and their implementation. A significant proportion of the audit (typically no less than 30% of the audit duration) will be spent in and around the storage area reviewing operations, inspecting vehicles and interviewing staff.

Where distribution is included within the scope, the certification body must be satisfied that adequate evidence is available to confirm that the activities undertaken during the transportation of products (e.g. security of loads, control of temperature) are being met. If the requirements cannot be satisfactorily verified without the need to accompany a vehicle, then an accompanied vehicle inspection shall be required as part of the assessment programme.

In the event that the audit against the Standard includes modules or is intended to be combined with other standards, the total audit time will need to be appropriately extended. Details of combined audits shall be specified on the audit report.

Before the audit takes place, the certification body shall indicate the approximate duration of the audit. Confirmation of the duration of the audit shall be made by an appropriately authorised employee of the certification body, with reference to the factors specified above.

Deviation from the expected audit timeframe must be justified and specified on the audit report.

2.3 The on-site audit

2.3.1 Announced audit

The factors specified within this section of the audit protocol will determine the length of time required to carry out a full site audit. The on-site audit consists of the following stages:

- opening meeting – to confirm the scope and process of the audit
- document review – of the documented hazard and risk analysis, and quality management systems
- inspection of site or storage facility (where applicable) – to review the practical implementation of the systems, and interview of personnel
- vehicle audit (where applicable) of a sample number of vehicles – to review the practical implementation of the systems, and interview of personnel

- traceability exercise and check of associated records and documentation – this will be a vertical audit, as specified within the BRCGS guidance document on auditing techniques
- final review of findings – conducted by the auditor in preparation for the closing meeting
- the closing meeting – to review audit findings with the site. (Note that non-conformities are subject to subsequent independent verification by the certification body management.)

The auditor shall allocate sufficient time to ensure that appropriate attention is given to the document review and the site and vehicle inspection. The site and vehicle inspection process, which includes interviewing staff, observing processes and reviewing the documentation in operational areas with the relevant staff, shall typically take a minimum of 30% of the audit duration to complete.

The site will fully assist the auditor at all times.

It is expected that, at the opening and closing meetings, those attending on behalf of the site will be senior managers who have the appropriate authority to ensure that corrective action can be progressed in the event of non-conformities being found.

During the audit, detailed notes shall be made regarding how the site conforms to the Standard and any non-conformity identified. These notes will be used as the basis for the audit report. The auditor will assess the nature and significance of any non-conformity and discuss this with the accompanying manager at the time. At the closing meeting, the auditor shall present their findings and discuss all non-conformities that have been identified during the audit. The site shall receive clear instructions on the type of evidence that will need to be provided to demonstrate the correction of any non-conformities and the timescale for the presentation of the evidence. The auditor is not permitted to provide specific advice on the corrective action to be taken as this constitutes consultancy work. A written summary of the non-conformities discussed at the closing meeting shall be provided either at the closing meeting or within 1 working day of completion of the audit.

At the closing meeting, the auditor shall provide the site with an explanation of the BRCGS Directory (which allows both the client and its nominated customers secure access to audit data) and the BRCGS compliance programme (including the feedback systems available to communicate with the certification body and the BRCGS team).

The decision to award certification and the grade of the certificate will be determined independently by the certification body management, following a technical review of the audit report and the closing of non-conformities in the appropriate timeframe. The company will be informed of the certification decision following this review.

2.3.2 Unannounced audit

For the mandatory unannounced audit, please see section 4.3.

2.4 Non-conformities and corrective action

2.4.1 Non-conformities

The level of non-conformity assigned by an auditor against a requirement of the Standard is an objective judgement with respect to severity and risk and is based on evidence collected and observations made during the audit. The level assigned is verified by the certification body management.

There are three levels of non-conformity:

- **Critical** Where there is a critical failure to comply with a product safety or legal compliance issue
- **Major** Where there is a substantial failure to meet the requirements of a statement of intent or any clause of the Standard, or where a situation is identified which would, on the basis of available objective evidence, raise significant doubt as to the conformity of the product or services being supplied
- **Minor** Where a clause has not been fully met but, on the basis of objective evidence, the conformity of the product is not in doubt.

As the objective of the audit is to provide a true reflection of the standard of operation and level of conformity against the Standard, consideration should therefore be given to awarding a single major non-conformity where minor non-conformities are repeatedly raised against a particular clause of the Standard. The clustering of a significant number of minor non-conformities against a clause and recording this as a single minor non-conformity is not permitted. The certification body shall justify a high number (more than 20) of minor non-conformities where no more than one major non-conformity is given. This shall be detailed on the audit report.

2.4.2 Procedures for handling non-conformities and corrective action

Following the identification of any non-conformities during the audit, the site must undertake corrective action to remedy the immediate issue (correction) and to undertake an analysis of the underlying cause of the non-conformity (root cause). A preventive action plan shall be developed to address the root cause and prevent recurrence.

All identified non-conformities must be corrected to the satisfaction of the certification body before a certificate can be issued. In circumstances where it is not possible to effect a permanent solution within the timescale for certification, a temporary solution may be accepted by the certification body.

The process for 'closing out' non-conformities depends upon the level of non-conformity and the number of non-conformities identified.

Critical non-conformities or a combination of non-conformities resulting in non-certification

In some circumstances the number or severity of non-conformities raised at the audit prevents the site from being certificated following that audit. This will be the case where:

- a critical non-conformity is raised
- the number or type of non-conformities exceeds the limits for certification, as per Table 2.

The grading of non-conformities will be reviewed by the independent certification process of the certification body as soon as possible after the audit. Where the review confirms that a certificate cannot be awarded, the site will be required to undertake another full audit before assessment for certification.

Due to the nature and number of non-conformities, it is unlikely that these non-conformities can be addressed and fully effective improvements implemented and established within a 28-day period – although there may be some exceptions. Therefore, the re-audit shall not take place any earlier than 28 days from the audit date.

Where this occurs at a certificated site, certification must be immediately withdrawn.

It is a requirement of some customers that they shall be informed when their suppliers have a critical non-conformity identified or fail to gain certification. In such circumstances the company shall immediately inform its customers and make them fully aware of the circumstances. Information on the corrective actions to be taken in order to address the non-conformities will also be provided to customers where required.

Major and minor non-conformities

No certificate shall be issued until it can be demonstrated that major and minor non-conformities have been corrected, either permanently or via a temporary solution that is acceptable to the certification body.

For each non-conformity raised, the site shall, in addition to undertaking the necessary immediate corrective action, undertake a review of the underlying cause (root cause) of the non-conformity. The root cause shall be identified and an action plan to correct this, including timescale, shall be provided to the certification body. The proposed preventive action shall be included in the audit report.

Close-out of non-conformities can be achieved either by objective evidence being submitted to the certification body, such as updated procedures, records, photographs or invoices for work undertaken, or by the certification body undertaking a further on-site visit.

Where the audit would result in a grade of C or C+ (with two major non-conformities) or a D or D+ being awarded, the closure of non-conformities shall be by means of a further site visit to review the action taken. This visit shall be within 28 calendar days of the audit if a certificate is to be issued.

If satisfactory evidence is not provided within the 28 calendar-day period allowed for submission following the audit, certification will not be granted. The site will then require a further full audit in order to be considered for certification.

Non-conformities from the audit shall also be checked during the next site audit to verify effective close-out of the non-conformities and their root causes. Where the correction has been ineffective then a non-conformity shall be raised against clause 1.1.11 in Part II Requirements.

The certification body will review objective evidence of the corrective action completed prior to awarding a certificate.

2.5 Grading of the audit

The purpose of the certification grading system is to indicate to the user of the report the commitment of the site to continual compliance, and will dictate the future audit frequency. The grade is dependent on the number and severity of the non-conformities identified at the time of the audit. Non-conformities are verified by a technical review process by the certification body management. If the review results in a change in the number and/or severity of non-conformities, the site shall be notified.

Table 2 specifies the grades, the levels of non-conformity and the audit frequency that may result from an audit. Certification and grading are awarded according to the following circumstances:

- **For initial audits** Satisfactory corrective action shall be taken and this shall be reviewed and a decision taken on its acceptability within 90 calendar days of the audit date in order for a certificate to be issued. If this timescale cannot be met, a full re-audit will be required before a certificate can be issued.
- **For certificated sites** Satisfactory corrective action shall be taken and this shall be reviewed and a decision taken on its acceptability within 28 calendar days of the audit date in order for a certificate to be issued. If this timescale cannot be met, a full re-audit will be required before a certificate can be issued.

Sites having an unannounced audit as part of the announced scheme have a plus symbol added to their grade (e.g. AA+, A+, B+, C+ or D+), similar to the sites within the voluntary unannounced audit programme.

Table 2 Audit grades, non-conformities and corrective actions required

Grade		Critical	Major	Minor	Corrective action	Audit frequency
Announced	Unannounced					
AA	AA+			5 or fewer	Objective evidence within 28 calendar days (90 days for initial audits)	12 months (18 months for existing certificated sites handling consumer products only)
A	A+			6–10		
B	B+			11–16		
B	B+		1	10 or fewer		
C	C+			17–24	Objective evidence within 28 calendar days (90 days for initial audits)	6 months (12 months for existing certificated sites handling consumer products only)
C	C+		1	11–16		
C	C+		2	10 or fewer		
D	D+			25–30	Revisit required within 28 calendar days	6 months (12 months for existing certificated sites handling consumer products only)
D	D+		1	17–24		
D	D+		2	11–16		
Not certificated		1 or more			Certificate not granted. Re-audit required	
				31 or more		
			1	25 or more		
			2	17 or more		
			3 or more			

Note that shaded cells indicate zero non-conformities.

2.5.1 Revisits

Where a revisit is required to review the action taken in response to the non-conformities identified at the audit, this will be scheduled to be completed within the timescales for certification (i.e. 28 calendar days for certificated sites, and 90 calendar days for initial audits). The visit will primarily review the effectiveness of the corrective actions taken; however, if new non-conformities are identified during the course of the visit, these must also be satisfactorily resolved before a certificate can be issued. The action taken to correct the non-conformity will be recorded on the final audit report.

2.5.2 Documentary evidence

Where a revisit is not required, suitable documentary evidence (e.g. updated procedures, records, photographs, invoices for work completed) shall be provided to the certification body within the timescales for certification (i.e. 28 calendar days for certificated sites, and 90 calendar days for initial audits). The evidence provided shall clearly demonstrate that adequate corrective actions have been taken and implemented. If this cannot be effectively demonstrated to the satisfaction of the certification body, then a revisit may be required before a certificate can be issued.

2.6 Audit reporting

Following each audit, a full written report shall be prepared in the agreed format (see the BRCGS website, **brcgs.com**). The audit report shall provide the company and customers or prospective customers with a profile of the company and an accurate summary of the performance of the site against the requirements of the Standard.

The audit report must inform the reader and be easy to understand. It shall include the following sections:

- audit details
- audit summary
- any non-conformities, corrective actions taken, and plans to correct the root causes (preventive actions)
- explanation of the clauses assessed as being non-applicable
- checklist of compliance with each clause
- product safety controls in place
- improvements since the last audit.

The audit details, non-conformity and corrective action summaries shall be written in English to enable the report to be uploaded to the BRCGS Directory. This information may also be presented in another language where requested.

The audit summary section shall be in open-text format and shall provide a comprehensive summary of how the site complies with the requirements of each section of the Standard.

The certification body shall retain records showing how sites have complied with each clause of the Standard; while this information does not have to be reproduced in full in the final report, it shall be retained and made available on request.

The report shall be prepared and dispatched to the site and a copy uploaded to the BRCGS Directory within a period typically no longer than 42 calendar days after the audit date (104 calendar days for initial audits). Audit reports shall remain the property of the company commissioning the audit and shall not be released, in whole or part, to a third party unless that company has given prior consent (unless otherwise required by law). Consent may be given either by a consent form, by authorising access directly to the BRCGS Directory, or it may be contained within a contract between the site and the user or between the site and the certification body.

The certification body will retain a copy of the audit report. The audit report and associated documentation shall be stored safely and securely for a period of 5 years by the certification body.

2.7 Certification

After a successful outcome of the audit process, a certificate shall be issued by the certification body. Certificates shall be prepared and dispatched to the site typically within 42 calendar days of the audit date (104 calendar days for initial certification). The certificate shall conform to the format shown in Appendix 3. Logos used on certificates (e.g. the BRCGS and accreditation body logos) shall comply with their respective usage rules.

In some instances a company may own several storage facilities at different addresses within a town, or a sub-depot may have been included within the audit programme for the main depot (see Part III, section 1.5.1). In the event that one or more premises are audited as one site, the report and the certificate shall clearly indicate the locations which have been audited and are included, and any locations not audited and excluded.

The users of certificates shall validate their authenticity on the BRCGS Directory website (**brcgsdirectory.com**) and ensure that the scope and the information on the certificate are clearly stated and assessed against their own requirements.

The certificate is issued to the site; however, it remains the property of the certification body and is subject to control regarding its use and display.

2.8 Ongoing audit frequency and certification

2.8.1 Scheduling re-audit due dates

The first re-audit after initial certification shall always take place within 12 months of the initial audit date (even for a site handling consumer products where the audit result would normally have justified a recertification audit within 18 months). The re-audit date shall be calculated from the initial audit date, irrespective of whether further site visits were made to verify corrective actions arising from the initial audit, and not from the certificate issue date.

Subsequent audits of certificated sites shall be carried out either 6, 12 or 18 months after the previous audit due date according to the number and type of non-conformities identified at that audit (see Table 2). If it is an announced audit, it shall be scheduled to occur within a 28 calendar-day time period up to the next audit due date. This allows sufficient time for corrective action to take place in the event of any non-conformities being raised, without jeopardising continued certification. Table 3 provides worked examples in accordance with the announced and mandatory unannounced recertification audits.

It is the responsibility of the site to maintain certification. Where an audit is delayed beyond the due date, except in justifiable circumstances (see section 2.8.3), this shall result in a major non-conformity being awarded at the next audit. Justifiable circumstances shall be documented in the audit report.

For scheduling the mandatory unannounced audit, see section 2.1.3. The unannounced audit shall only take place during normal site operations, unless other arrangements have been agreed in advance with the site. The site must *not* be notified of the proposed audit date in advance.

The unannounced audit certificate will supersede the existing certificate. It will be issued within 42 days of the audit (assuming that certification is achieved based on the number and severity of the non-conformities and completion of corrective actions). The certificate will have an expiry date based on the expiry date of the previous certificate plus 6 or 12 months (depending on grade).

The site shall be responsible for maintaining valid certification, while the certification body assumes responsibility for maintaining the ongoing audit programme.

Where a site cannot be certificated because of the number or level of non-conformities identified during the audit, the site will require a further full audit before certification can be considered. Once the site has addressed the non-conformities that were raised, the new audit can be arranged. The re-audit shall not take place any earlier than 28 calendar days from the audit date.

If the audit was a mandatory unannounced audit, the re-audit may be announced. The re-audit will be completed by the same certification body, unless a concession is granted by BRCGS to change the certification body during this period.

It should be noted that the site must have at least one unannounced audit every 3 years, and this frequency is not expected to change as a result of the failed audit.

Table 3 Worked examples of an initial audit followed by announced and unannounced recertification audits

Announced/unannounced	Audit date	Audit due date
Initial audit at site (announced)	1–2 June 2020	1 June 2021
Re-audit (announced)	20–21 May 2021 (audit within 28 days prior to audit due date)	1 June 2022
Re-audit (1 in 3 unannounced)	1–2 March 2022 (audit in 4 months prior to audit due date)	1 June 2023
Re-audit (announced)	20–21 May 2023 (audit in 28 days prior to audit due date)	1 June 2024
Re-audit (announced)	20–21 May 2024 (audit in 28 days prior to audit due date)	1 June 2025
Re-audit (1 in 3 unannounced)	10–11 March 2025 (audit in 4 months prior to audit due date)	1 June 2026

2.8.2 Changing certification body

Within 3 months of an audit, the certification body will communicate to the site whether the next audit will be announced or unannounced.

If the site chooses to change certification body, this does not change the requirement for the site to receive an unannounced audit where this has already been notified to the site. Therefore, the site must ensure that the new certification body is aware that the site is already certificated, that the next audit was scheduled to be unannounced, and provide the date of its last unannounced audit. The certification body will also require evidence of the site's audit history (e.g. a copy of the most recent audit report) so that the 3-year cycle can be maintained. (Note that sharing the last audit report is a mandatory requirement of the BRCGS audit protocol, section 2.1.2).

Certification bodies are advised to ensure that the previous audit report forms part of the contractual process with the site. Where a site fails to share its last report in a timely manner, the new certification body will have access to the last audit report via the BRCGS Directory.

If a site fails to have an unannounced audit within the 3-year period, its final audit may be refused by BRCGS and the site will become uncertificated until such a time as an unannounced audit is completed.

2.8.3 Certificate expiry – justifiable circumstances

There will be some circumstances where the certificate cannot be renewed on a 12-month or 18-month basis due to the inability of the certification body to conduct an audit. These justifiable circumstances, which would not result in the assigning of a major non-conformity (clause 1.1.10 in Part II), can occur when the site is:

- situated in a specific country or an area within a specific country where there is government advice not to visit and there is no suitable local auditor
- within a statutory exclusion zone that could compromise product safety
- in an area that has suffered a natural or unnatural disaster, rendering the site unable to produce or the auditor unable to visit
- affected by conditions that do not allow access to the site or restrict travel (e.g. heavy snow).

Moving the audit date to a more 'acceptable' later date for reasons of combining audits, lack of personnel or undertaking building work are not acceptable reasons for missing the due date.

It is not a justifiable reason to delay audits where sites are not in full operation; however, audits must be undertaken while activities are taking place.

If the renewal of the certificate is prevented due to exceptional circumstances, the customer may still decide to take products or procure services from that site for an agreed time, as customers may be able to demonstrate legal compliance by other means, such as risk assessment and complaints records, to show that the site is still competent to continue operation until another audit can be arranged.

2.8.4 Refusal of a company to undertake the unannounced audit

Sites are obliged to accommodate the auditor and allow the audit to commence on the auditor's arrival at the site. Sites have the opportunity to nominate (in advance) days when the audit cannot take place (see section 2.1.4). Therefore, if the auditor arrives for the audit and is denied access, the site's certification will be suspended. The site will remain suspended until a new unannounced audit can be completed. Since the new audit will be unannounced, the site will not be told the new audit date, and it could be up to 4 months after the refused audit. The audit will be completed by the same certification body, unless a concession is granted by BRCGS to change the certification body during this period.

Liability for the auditor's time shall be covered by the certification body's contract with the site.

2.8.5 Non-availability of key staff at the opening or closing meeting or during the audit

The Standard requires the most senior operation managers (i.e. those who are responsible for the 'hands on' running of the site) to be present at the opening and closing meetings. Some managers may be absent on the day of the audit due to other commitments; however, there shall always be a nominated deputy available. For example, in the Standard:

- clause 1.1.8 requires the senior operation manager to attend opening and closing meetings
- clause 1.3.3 requires clear documentation regarding who deputises in the absence of the responsible person.

Where a key member of staff (e.g. the technical manager) is away on the day of the audit, this will not be accepted as a reason to prevent the audit going ahead. It is expected that there will be cover for managers in their absence.

2.8.6 No operational activity on the unannounced audit day

As part of the audit planning, the site must notify the certification body of any particular days or times when operations are not undertaken. If the unannounced audit takes place on a date when the site is supposed to be operational, but on arrival the auditor finds that there is either no operational activity being undertaken or the only products being handled are outside the scope of the audit, then the audit cannot go ahead. A further unannounced audit will need to be arranged.

Liability for the auditor's time shall be covered within the certification body's contract with the site.

2.8.7 Audits undertaken prior to due dates

The due date for a recertification audit occurs within a 28-day window prior to the 12-month or 18-month anniversary of the initial audit.

In some circumstances it is possible to undertake the audit earlier than this due date (e.g. to allow a combined audit with another scheme). Where an audit date is brought forward, the following rules shall apply:

- the audit report will detail the reasons why an audit has been brought forward
- the audit due date will be 'reset' to occur 12 months from this audit date
- the certificate shall be issued with an expiry date of 12 months (or 18 months, depending on the products being handled) + 42 days from the 'new' audit date.

3 Announced audit protocol: Option 2 (blended two-part audit)

This is a blended audit split into a remote visit followed by an on-site visit.

The Option 2 blended audit scheme divides the audit requirements into two separate audits, comprising an off-site remote assessment using ICT (information and communication technology) followed by an on-site audit. The first audit is predominantly based on a review of documentation and records and can be planned to ensure that the appropriate management staff are available to retrieve and discuss the records. The second audit mainly considers the site operating practices, such as hygiene and product handling.

The certification body shall have a documented process for undertaking blended audits which shall ensure compliance to IAF MD4:2018.

3.1 Selection of Option 2: the blended audit

The certification body can decide whether to offer and/or accept the blended audit option following a risk assessment of the company which is explained in section 3.1.2. Before planning the remote audit, the certification body shall consider the willingness of the company to consent to the use of remote auditing by ICT. The availability of ICT is also a factor in the effective completion of this audit. It is important that both parties mutually agree to this option.

3.1.1 Confidentiality, security and data protection (CSDP)

The certification body shall consider local data protection and privacy laws (as stated in IAF MD4:2018, clause 4.1). It is important that, if ICT (such as video) is utilised, the relevant consents have been sought from the individuals involved to ensure compliance with local privacy regulations.

To prepare for the use of ICT, all certification (legal and customer requirements related to confidentiality, security and data protection) must be identified and actions taken to ensure their effective implementation. Evidence of agreements related to CSDP must be available. The CSDP criteria must be acknowledged by all participants, and measures to ensure confidentiality and security must be confirmed during the opening meeting.

Where documented information is analysed, it must be shared in a secure and agreed system, such as a cloud-based, virtual private network or other file-sharing system utilising CSDP guidelines. Once the audit is complete, the auditor must delete from their system, or remove access to, any documented information and records not required to be retained as objective evidence.

Auditors must not take screenshots of auditees as audit evidence. Any screenshots of documents or records or any other kind of evidence must be previously authorised by the company being audited. In the case of non-fulfilment of these measures or non-agreement of information security and data protection measures, the certification body shall not use the blended audit option.

3.1.2 Pre-audit risk assessment

The certification body shall undertake a risk assessment to determine whether audit objectives can be achieved remotely. The risk assessment shall include the ability of the company to receive a remote audit, including the:

- historical audit performance of the site, including the risks from complaints and recalls
- availability of documentation and records in electronic form and a willingness to share these remotely (including any limitations)
- capability of the certification body to conduct the remote audit (e.g. trained auditors, technical access to an IT system that both the certification body and the company will be able to use)
- capability of the site staff to utilise technologies used in remote audit techniques, including on-site video (e.g. in operational areas and meetings).

Any limitations on document and record sharing shall be understood before the audit. The pre-audit risk assessment is not included in the calculation of the audit duration.

3.1.3 Selection of clauses for remote or on-site audits

The requirements of the Standard are colour-coded to identify which clauses could be audited remotely and which could be audited during the on-site visit. Where clauses are dual coloured, the clauses must be audited during both audits. It is important to note that, although the colour-coding may indicate that the clauses could be audited remotely, the certification body may decide to include them within their on-site assessment (based on the risk assessment in section 3.1.2), even though they relate to documents or records.

3.1.4 Auditor selection

The auditor conducting the blended audit shall be fully competent and qualified in the appropriate product categories (i.e. the same auditor category requirements apply to both the remote and on-site audits).

Where audit teams are used, the audit report shall be clear on whether each auditor has completed remote and/or on-site activities.

If a technical expert is used during the assessment, then the documents shared by the site shall also be made accessible to the expert. Where different auditors are used for the remote and on-site audits, there shall be a clear handover process in place prior to the on-site audit to ensure that the auditor has all the necessary information to fully complete the audit and that all the requirements of the Standard are fully covered, either remotely or on site.

3.2 Duration of the blended audit

The time spent remotely and on site is dependent upon the risk assessment completed in section 3.1.2 and the historical performance of the site (including complaints and recalls). For example, if the risk assessment demonstrated that a remote audit is possible, but the historical performance of the site has been of concern, then the proportion of time spent on site is expected to be greater than a situation where the risk assessment identifies few risks.

The total audit duration at the site should be divided evenly between the review of documentation and the on-site operating practices. If additional storage facilities, locations or head office assessments are included within the audit process, then additional time shall be allocated for this.

The total audit duration does not include time spent on audit planning, the risk assessment, report writing or reviewing documentary evidence. However, the remote audit duration shall not exceed more than the 50% of the total audit duration in any case.

The time allocated for the on-site audit may be adjusted based on the findings from the remote audit; for instance, more time may be required if there are a large number of non-conformities with corrective actions to review following the remote audit.

For the head office or central function, the remote audit can be completed using the colour-coding of the relevant clauses of the Standard. In some situations, this may mean that the auditor does not need to visit the head office as all clauses are appropriate for remote audits. If the head office contains a mixture of clauses (i.e. some that require on-site audit and others that may be remote), the site may elect to have:

- a full on-site head office audit **or**
- a remote head office audit with the remaining on-site elements being assessed at each of the site audits.

The expected audit duration shall be notified to the site by the certification body in advance of the audit. Deviation from the expected audit timeframe must be justified and specified on the audit report.

3.3 Part 1: The off-site remote audit

3.3.1 Planning for the remote audit

The certification body shall prepare a clear audit plan which highlights the documents that will be needed remotely. This plan shall be shared with the site prior to the audit. The certification body shall also provide an actual audit date for the remote assessment, and it is therefore important that the site has arrangements in place to receive and facilitate this process.

The on-site audit shall be conducted within 28 days of the remote audit, giving the site enough time for the closure of any non-conformities raised by the remote audit (although it is recommended that remote and on-site audits should be as close to each other as possible). The certification body should be able to issue a certification decision within 42 days of the on-site audit.

3.3.2 Preparation for the remote audit

Preparation for the audit can be summarised in the following steps:

- The certification body shall set up the technical requirements for the remote audit (e.g. internet access via LAN cable or wi-fi, software such as WebEx/Go to Meetings/Skype/Zoom/Teams etc., and hardware such as monitors, webcams, cameras and microphones).
- BRCGS recommends that the certification body test the compatibility of the ICT platform with the site, especially prior to the first blended audit at the site and when new ICT platforms will be used. Ideally, a trial meeting using the same media platforms will be conducted to ensure that the scheduled remote audit can be performed as planned. Use of webcam/cameras shall be agreed.
- If testing reveals issues that cannot be rectified, then the audit shall be completed as a full on-site audit.
- Assigning work to audit team members, including technical experts, should take into consideration their ability to utilise remote technologies.
- The remote audit shall be facilitated in quiet environments wherever possible to avoid background noises and interference. The use of noise-cancelling technology such as 'mufflers on microphones' or headsets should be considered.
- If it is not possible to maintain satisfactory conditions during the scheduled time of the remote audit, the auditor may decide to terminate the audit. This shall be recorded in the report. The remote audit may continue at a later date agreed between the two parties within the period as described above. A complete and thorough audit of the requirements of the Standard is vital.
- In the event of the technology failing during the remote audit, the certification body and site can reschedule, providing this occurs within the 28-day window. The site may be liable to pay for the lost audit day where this is a site issue, and this should be covered in the contract.
- When no agreement is reached for the use of ICT for a remote audit, the audit will revert to a full on-site audit.

Ultimately, if the audit cannot be completed remotely, then the auditor will need to go back on site to complete the audit of the records and documentation.

3.3.3 The remote assessment

The remote audit shall be conducted before the on-site audit and planned in such a way that the site has enough time for the closure of any non-conformities from the remote audit, and the certification decision can take place within 42 days of the on-site audit. The auditor conducting the remote audit shall be fully competent in the selected categories. If an expert is used during the assessment, then the documents shared by the site shall also be made accessible to the technical expert.

The remote audit may also include a live video check of the manufacturing process, fabrication and hygiene of the site, if required. Any video shall not be recorded, but a record shall be kept of the duration of the live video and what was covered. This is to be recorded in the audit report.

A feedback meeting shall happen at the end of the remote audit to conclude the audit findings and confirm the on-site audit activities.

The remote audit consists of the following stages:

- opening meeting – to confirm the scope and process of the audit
- document review – these will have been confirmed by the certification body
- interview/discussion with personnel (e.g. to discuss the document, policy or record being audited)
- final review of findings conducted by the auditor in preparation for the closing meeting
- closing meeting – to review the audit findings with the site and confirm any non-conformities.

The site shall fully assist the auditor at all times. It is expected that the opening and closing meetings will be attended by the site's senior managers (or their nominated deputies) who have the appropriate authority to ensure that corrective actions can be progressed if any non-conformities are found.

Information on the process and timescales for the company to provide evidence for the closure of any non-conformities must be given. A written summary of the non-conformities discussed at the closing meeting will be documented by the auditor either at the closing meeting or within 1 working day after completion. Note that any non-conformities are subject to subsequent independent verification by the certification body management.

If a critical non-conformity and/or the number and level of non-conformities would result in the failure to achieve a certificate, the existing certificate for the site shall be immediately withdrawn. A new audit shall be arranged which shall be fully on-site. (This process is identical to the protocol for on-site audits, which is documented in section 2).

3.4 Part 2: The on-site audit

3.4.1 Planning for the on-site audit

This is as per the announced audit option (see section 2.1).

Sufficient information shall have been provided to the certification body to allow for the selection of an auditor with the correct product category qualifications and to allow plenty of time for the audit.

3.4.2 The on-site audit

The site shall ensure that the activities at the time of the audit cover those for the intended scope of the certification. Where possible, the widest range of activities shall be undertaken for the auditor to assess. Where a significant activity is only undertaken at a certain time of year, a further separate audit may be required to assess that activity.

The on-site audit shall be conducted within 28 days of the remote audit during the audit-due window of the current certificate (i.e. during the 28 days prior to the audit due date). It is recommended that the time between remote and on-site audits should be as short as practicable. In exceptional (but justifiable) circumstances, the certification body may ask BRCGS for an extension up to a maximum of 90 days.

The on-site audit shall include (as a minimum) an inspection/physical verification of good product-handling practices, verification of the product safety management system (including HARA or HACCP activities), and the traceability challenge.

It is strongly recommended that the on-site audit should be carried out by the same auditor who carried out the remote audit in order to have consistency. If this cannot be arranged, there shall be a clear handover process in place prior to the on-site audit to ensure that the auditor has all the necessary information to fully complete the audit, and

that all the requirements of the Standard are covered, either remotely or on site. All auditors shall be qualified in the appropriate product categories (i.e. the same auditor category requirements apply to both the remote and on-site audits).

The on-site audit consists of the following stages:

- opening meeting – to confirm the scope and process of the audit
- site facility inspection – to review the practical implementation of the systems, including observing product changeover procedures, and interview of personnel
- requirements identified for on-site audit during the risk assessment
- inspection of site or storage facilities (where applicable) – to review the practical implementation of the systems, and interview of personnel to verify good operational practices
- vehicle audit (where applicable) of a sample number of vehicles – to review the practical implementation of the systems, and interview of personnel
- traceability exercise and check of associated records and documentation – this is a vertical audit, as specified within the BRCGS guidance document on auditing techniques
- verification of the product safety management system (including the HARA or HACCP plan)
- review of the documentation needed to complete the audit trail
- final review of findings by the auditor – preparation for the closing meeting
- closing meeting.

The site shall fully assist the auditor at all times. It is expected that the opening and closing meetings will be attended by the site's senior managers (or their nominated deputies) who have the appropriate authority to ensure that corrective actions can be progressed if any non-conformities are found.

Detailed notes shall be made during the audit regarding the site's conformities and non-conformities against the Standard and these will be used as the basis for the audit report. The auditor shall assess the nature and severity of any non-conformity.

At the closing meeting the auditor shall present their findings and reconfirm all the non-conformities that have been identified during the audit, but shall not make comment on the likely outcome of the certification process. Information on the process and timescales for the company to provide evidence to the auditor of the corrective action needed to close any non-conformities must be given. A written summary of the non-conformities discussed at the closing meeting will be documented by the auditor either at the closing meeting or within 1 working day after completion.

At the closing meeting, the auditor shall provide the site with an explanation of the BRCGS Directory (which allows both the client and its nominated customers secure access to audit data) and the BRCGS compliance programme (including the feedback systems available to communicate with the certification body and the BRCGS team).

The decision to award certification and the grade of the certificate will be determined independently by the certification body management, following a technical review of the audit report and the closing of non-conformities from both audits in the appropriate timeframe. The company will be informed of the certification decision following this review.

3.5 Non-conformities and corrective action

Any non-conformities identified during the remote and on-site audits shall follow the existing requirements of the scheme. Evidence of the action taken to correct any non-conformities shall be submitted to the certification body within 28 days of the on-site audit.

Verification of the preventive actions and implementation of the corrective action plan may take various forms (including further on-site assessment or the scrutiny of submitted evidence through ICT). Verification must be carried out by technically competent personnel of the certification body using appropriate methods. If a critical non-conformity and/or the number and level of non-conformities identified at either the remote or on-site audit would result in the failure to achieve a certificate, the existing certificate for the site shall be immediately withdrawn.

3.6 Grading of the audit

The process for grading is the same as for the announced audit scheme (see section 2.5). However, the grade awarded is based on the combination of non-conformities identified at the two audits (i.e. the sum of the non-conformities identified at the remote and on-site audits). Non-conformities identified during the remote audit, which have been closed out and corrected before the on-site audit, are included in calculating the grade.

3.7 Audit reporting

The audit reporting requirements are the same as for the announced audit scheme (see section 2.6). However, the report shall state 'Blended announced audit'.

The audit report shall clearly identify the extent to which any ICT has been used in carrying out the audit and the effectiveness of ICT in achieving the audit objectives. The audit report shall include all the summarised information and findings of both the remote and on-site audits so that a single report can be uploaded to the BRCGS Directory. The report shall also reference the dates and the duration of the two audits, including the records of the people who attended them. The requirements assessed during the remote assessment shall be identified by placing an asterisk at the beginning of the information.

The final report will not be produced until after completion of the on-site audit.

3.8 Certification

The certification requirements are the same as for the announced audit scheme (see section 2.7).

The design and information on the certificate are the same as for all audits of the Standard, except that the certificate shall state at the beginning: 'Blended announced audit'. The dates of both audits (remote and on-site) shall be included on the certificate.

This certificate will supersede any existing certificate. It shall be issued within 42 days of the on-site audit and will have an expiry date based on the expiry date of the previous certificate (plus 6, 12 or 18 months, depending on the scope of the audit and the grade achieved).

3.9 Ongoing audit frequency and recertification

This is as per the announced audit option (see section 2.8).

3.9.1 Scheduling re-audit dates

Remote audits can be used as part of the recertification audit, irrespective of the site's previous grade (i.e. all grades from AA to D can receive a remote audit). However, consideration must be given to the risk assessment (section 3.1.2).

4 Unannounced audit protocol: Option 1 (single visit)

This is an unannounced full audit.

This voluntary option involves a single unannounced audit against all of the relevant requirements of the Standard. The date of the audit shall *not* be notified to the site in advance of the audit. The audit will be unannounced and replace the normal scheduled audit. Although this may occur at any stage between months 3 and 12 of the audit due date, it shall typically be within the last 4 months of the certification cycle.

4.1 Audit planning

4.1.1 Selection of Option 1: the full unannounced audit

The site shall notify its certification body within 3 months of the last audit date of its intention to join or remain within the unannounced audit programme. This allows the site to select an alternative certification body if required while allowing the audit to be undertaken at a time of the certification body's choosing.

4.1.2 Preparation by the company

The actual audit date will not be provided by the certification body and it is therefore important that the site has arrangements in place to receive an unannounced audit and facilitate the audit process.

Success at an unannounced audit relies upon the ability of the site to share information and knowledge within the site, to have effective deputies to cover in the absence of a particular manager, and a shared responsibility within the management team for product safety and compliance with the Standard.

4.1.3 Information to be provided to the certification body

The site shall supply the certification body with background information prior to the audit day to ensure that the auditors are fully prepared and to provide the best opportunity for the audit to be completed efficiently. The information requested by the certification body may include (but is not limited to):

- the process flow diagram
- a simple site plan
- the management organisational chart
- the list of product categories handled and/or service activities included within the audit scope
- typical shift patterns
- work schedules, to allow audits to cover relevant processes (e.g. night-time operation or dispatches that are not carried out each day)
- number of vehicles in operation and when the vehicles will be on site
- recent quality issues, withdrawals or customer complaints and any other relevant performance data.

The site shall make the previous year's audit report and certificate available to the certification body where this is a contract with a new certification body.

As the audit will be unannounced, it is likely that the certification body will also require additional information to plan for the logistics of the audit process. This may include:

- recommended local hotels
- specific site directions, site entrance requirements, car parking
- a list of contacts when first arriving on site
- specific protective clothing arrangements
- any specific security arrangements to follow to gain access to the site.

Sufficient information shall be provided to the certification body to allow for the selection of an auditor with the correct category qualifications and to allow plenty of time for the audit.

4.1.4 Nominating non-audit days

The unannounced Option 1 audit allows sites to nominate 15 days when the site is not available for an audit. The dates must be provided at least 4 weeks in advance and the reason must be provided (e.g. a planned customer visit). The certification body may challenge a reason where it does not appear appropriate.

Days when the site is not operating (e.g. weekends, public holidays, planned shutdowns for site holidays or maintenance) are not included within the 15 days. Any such days shall be notified to the certification body when opting into the unannounced scheme.

Certification bodies are expected to operate discretion in the case of emergencies.

It is a condition of joining the unannounced scheme that the auditor shall be granted access to the site on arrival. If access is denied, the site will be liable for the auditor's costs and will revert to the announced audit scheme. At the discretion of the certification body, the existing certificate may also be suspended or withdrawn.

4.2 Duration of audit visit

The same time shall be allowed for the unannounced audit as for an announced audit (see section 2.2); however, the fact that it is not planned may lead to a longer audit.

The typical duration of an audit is 1 day at the site. Factors that may lengthen the duration of the audit include:

- the number of locations
- any need to witness the unloading of vehicles or to accompany drivers
- the use of contracted services
- a large, widely dispersed site
- high numbers of site staff
- the audit not being carried out in the first language of the auditor
- difficulties experienced during the audit that require further investigation
- an ill-prepared site or poorly coordinated documentation.

Factors that may reduce the duration of the audit are:

- the exclusion of distribution from the scope of a storage site
- sites applying only for distribution
- limited product and process diversity
- low numbers of staff
- a modern purpose-built site
- quality management systems managed centrally and audited separately
- a well-structured and established hazard and risk management system
- a well-structured and established quality management system
- a well-briefed site prepared to provide the evidence required (procedures, records and other documentation).

The expected audit duration shall be notified to the site by the certification body in advance of the audit. Deviation from the expected audit timeframe must be justified and specified on the audit report.

4.3 The on-site audit

Sites opting for the unannounced scheme shall be obliged to accommodate the auditor and allow the audit to start immediately on arrival at the site. The audit process will follow the same procedures as outlined for an announced audit. After a brief opening meeting the audit will always begin with a site inspection, and this will be expected to commence within 30 minutes of the auditor arriving on site.

The on-site audit consists of the following stages:

- opening meeting – to confirm the scope and process of the audit
- document review – of the documented hazard and risk analysis, and quality management systems
- inspection of site or storage facility (where applicable) – to review the practical implementation of the systems, and interview of personnel
- vehicle audit (where applicable) of a sample number of vehicles – to review the practical implementation of the systems, and interview of personnel
- traceability exercise and check of associated records and documentation – this will be a vertical audit, as specified within the BRCGS guidance document on auditing techniques
- final review of findings – conducted by the auditor in preparation for the closing meeting
- the closing meeting – to review audit findings with the site. (Note that non-conformities are subject to subsequent independent verification by the certification body management.)

The site shall fully assist the auditor at all times. It is expected that the opening and closing meetings will be attended by the site's senior managers (or their nominated deputies) who have the appropriate authority to ensure that corrective actions can be progressed if any non-conformities are found.

During the audit, detailed notes shall be made regarding the site's conformities and non-conformities against the Standard and these will be used as the basis for the audit report. The auditor shall assess the nature and severity of any non-conformity and shall discuss this with the accompanying manager at the time.

At the closing meeting, the auditor shall present their findings and reconfirm all the non-conformities that have been identified during the audit, but shall not make comment on the likely outcome of the certification process. Information on the process and timescales for the site to provide evidence to the auditor of the corrective action needed to close any non-conformities must be given. A written summary of the non-conformities discussed at the closing meeting will be documented by the auditor either at the closing meeting or within 1 working day after completion of the audit.

At the closing meeting, the auditor shall provide the site with an explanation of the BRCGS Directory (which allows both the client and its nominated customers secure access to audit data) and the BRCGS compliance programme (including the feedback systems available to communicate with the certification body and the BRCGS team).

The decision to award certification and the grade of the certificate will be determined independently by the certification body management, following a technical review of the audit report and the closing of non-conformities in the appropriate timeframe. The company will be informed of the certification decision following this review.

4.4 Non-conformities and corrective action

Non-conformities and corrective actions are the same as for the announced scheme (see section 2.4).

4.5 Grading of the audit

The process for grading is the same as for the announced audit scheme (see section 2.5).

The site shall either be certificated or not certificated based on the number of non-conformities and the ability to close them out. The grade awarded shall be based on the number and level of non-conformities, as outlined in Table 2. Note that the grade will have the addition of a plus symbol after the grade (i.e. AA+, A+, B+, C+ or D+).

4.6 Audit reporting

The audit reporting requirements are the same as for the announced audit scheme (see section 2.6). However, the report shall state 'unannounced Option 1'.

4.7 Certification

The certification requirements are the same as for the announced audit scheme (see section 2.7); however, the certificate shall state 'unannounced Option 1'.

This certificate will supersede any existing certificate. The certificate shall be issued within 42 days of the audit and will have an expiry date based on the expiry date of the previous certificate plus 12 months, providing the site remains within the unannounced audit scheme. If the site decides to return to the announced audit programme, the certificate expiry date will be based on the date of the unannounced audit. This ensures that where the audit occurs before the expiry of the current certificate and the site remains within the unannounced scheme, it is not disadvantaged by a shorter certificate life and increased frequency of audits.

4.8 Ongoing audit frequency and recertification

4.8.1 Scheduling re-audit dates

The site can choose whether to:

- remain within the unannounced Option 1 programme
- transfer to the unannounced Option 2 programme
- revert to the announced audit programme.

If the site wishes to remain in the Option 1 programme, the next audit will be unannounced. The audit may occur at any stage from 3 months after the last audit date through to 42 days prior to the certificate expiry date; however, this shall typically be within the last 4 months of the certification cycle. This allows sufficient time for corrective action to take place in the event of any non-conformities being raised without jeopardising continued certification.

It is the responsibility of the certification body to ensure that the audit is undertaken within the certification window.

If the site opts to move to the unannounced Option 2 programme, the rules for that programme will apply and the announced systems audit will occur within the 28-day window based on the initial audit date.

If the site wishes to withdraw from the unannounced audit programme, the next audit will be scheduled to occur within the 28 days up to and including the anniversary of the last audit date; this ensures that the maximum time between audits is not more than a year.

5 Unannounced audit protocol: Option 2 (two-part audit)

This is an unannounced audit split into two parts.

This option divides the audit requirements into two separate parts. The first part looks predominantly at the issues considered to be site operating practices, such as hygiene and product handling, and is carried out as an unannounced audit. The second part is mainly concerned with reviewing documentation and records and can be planned to ensure that the appropriate management staff are available to retrieve and discuss the records.

The planned second part allows the review of the documentation and records to be combined with other planned certification audits where these are used to reduce audit costs.

5.1 Audit planning

5.1.1 Selection of Option 2: the unannounced two-part audit

The site shall notify its certification body within 3 months of the last audit date of its intention to join or remain within the unannounced audit programme. This allows the site to select an alternative certification body if required while allowing the audit to be undertaken at a time of the certification body's choosing.

The unannounced Part 1 audit shall occur at any stage between months 6 and 10 of the audit cycle (i.e. 2 to 6 months before the audit due date). This allows sites to correct any non-conformities identified at the audit to enable these to be reviewed during Part 2.

The Part 2 audit of documentation and records shall be planned to occur in the 28 days up to and including the anniversary of the last audit date (i.e. in the same time window as an announced audit). The date for this audit is agreed with the site in advance of the audit.

5.1.2 Preparation by the company

The audit process for the Option 2 scheme involves two separate audit visits and preparation for each may be slightly different.

Part 1 Unannounced audit

The actual audit date for the unannounced audit of the site operating practices will not be provided by the certification body and it is therefore important that the site has arrangements in place to receive an auditor and facilitate the audit process.

Success at an unannounced audit relies upon the ability of the site to share information and knowledge within the site, to have effective deputies to cover in the absence of a particular manager, and a shared responsibility within the management team for product safety and compliance with the Standard.

Part 2 Announced audit

Part 2 is a planned audit primarily auditing the documented systems and records. It is important that the relevant managers or deputies are available to assist in providing the information required for the success of the audit. The Part 2 audit will also include a visit around the site and a review of the actions taken following the previous Part 1 unannounced audit.

The site shall ensure that the activities at the time of the audit cover those for the intended scope of the certification. Where possible, the widest range of activities shall be undertaken for the auditor to assess. Where a product category or activity was not viewed at the time of the Part 1 unannounced audit, then every effort should be made to ensure this activity takes place for the Part 2 audit.

Where a significant activity is only undertaken at a certain time of year, a further separate audit will be required to assess that activity.

5.1.3 Information to be provided to the certification body

This is as per the unannounced audit, Option 1 (see section 4.1.3).

Sufficient information shall be provided to the certification body to allow for the selection of an auditor with the correct product category qualifications and to allow plenty of time for the audit.

5.1.4 Nominating non-audit days

The unannounced Option 2 programme allows sites to nominate 10 days when the site is not available for an audit. The dates must be provided at least 4 weeks in advance and the reason must be provided (e.g. a planned customer visit). The certification body may challenge a reason where it does not appear appropriate.

Days when the site is not operating (e.g. weekends, public holidays, planned shutdowns for site holidays or maintenance) are not included within the 10 days. Any such non-activity days shall be notified to the certification body when opting into the unannounced scheme.

Certification bodies are expected to operate discretion in the case of emergencies.

It is a condition of joining the unannounced scheme that the auditor shall be granted access to the site on arrival. If access is denied, the site will be liable for the auditor's costs and will revert to the announced audit scheme. At the discretion of the certification body, the existing certificate may also be suspended or withdrawn.

5.2 Duration of audit visit

The same total time shall be allowed for the unannounced Option 2 audit (both parts) as for an announced audit (see section 2.2). The time for the second part may be adjusted based on the findings of the unannounced first part; for example, more time may be required if there are a large number of non-conformities with corrective actions to review following the Part 1 audit.

The typical total audit duration is 1 day at the site with the time divided evenly between the Part 1 and Part 2 audits. If additional storage facilities, locations or head office assessments are included within the audit process, then additional time shall be allocated for this.

Additional time will be required for the review of any documentary evidence provided and completion of the final audit report.

The expected audit duration shall be notified to the site by the certification body in advance of the audit. Deviation from the expected audit timeframe must be justified and specified on the audit report.

5.3 The on-site audits

5.3.1 Part 1 Unannounced audit

Sites opting for the unannounced scheme shall be obliged to accommodate the auditor and allow the audit to start immediately on arrival at the site. The audit process will follow the same procedures as outlined for an announced audit. After a brief opening meeting the audit will always begin with the site inspection and this will be expected to commence within 30 minutes of the auditor arriving on site.

The Part 1 unannounced audit consists of the following stages:

- opening meeting – to confirm the scope and process of the audit
- inspection of site/storage facilities (where applicable) – to review the practical implementation of the systems, and interview of personnel
- vehicle audit (where applicable) of a sample number of vehicles – to review the practical implementation of the systems, and interview of personnel
- document review – of documentation needed to complete the audit trail (e.g. pest control records)
- final review of findings – conducted by the auditor in preparation for the closing meeting
- the closing meeting – to review audit findings with the site.

Note that any non-conformities are subject to subsequent independent verification by the certification body management.

5.3.2 Part 2 Announced audit

The Part 2 documentation audit consists of the following stages:

- opening meeting – to confirm the scope and process of the audit

- site inspection and vehicle audit (where applicable) – to review the standards and in particular the corrective actions taken in response to non-conformities identified during the Part 1 audit
- document review – a review of the documented hazard and risk analysis and quality management systems
- traceability exercise and check of associated records and documentation – this is a vertical audit, as specified within the BRCGS guidance document on auditing techniques
- final review of findings by the auditor – preparation for the closing meeting
- closing meeting – to review audit findings with the site.

Note that any non-conformities are subject to subsequent independent verification by the certification body management.

5.3.3 Protocol applicable to both audits (Parts 1 and 2)

The site shall fully assist the auditor at all times. It is expected that the opening and closing meetings will be attended by the site's senior managers (or their nominated deputies) who have the appropriate authority to ensure that corrective actions can be progressed if any non-conformities are found.

Detailed notes shall be made regarding the site's conformities and non-conformities against the Standard and these will be used as the basis for the audit report. The auditor shall assess the nature and severity of any non-conformity.

At the closing meeting, the auditor shall present their findings and reconfirm all non-conformities that have been identified during the audit, but shall not make comment on the likely outcome of the certification process. Information on the process and timescales for the company to provide evidence to the auditor of the corrective action needed to close any non-conformities must be given. A written summary of the non-conformities discussed at the closing meeting will be documented by the auditor either at the closing meeting or within 1 working day after completion of each part of the audit.

At the closing meeting, the auditor shall also provide the site with an explanation of the BRCGS Directory (which allows both the client and its nominated customers secure access to audit data) and the BRCGS compliance programme (including the feedback systems available to communicate with the certification body and the BRCGS team).

The decision to award certification and the grade of the certificate will be determined independently by the certification body management, following a technical review of the audit report and the closing of non-conformities in the appropriate timeframe. The company will be informed of the certification decision following this review.

5.4 Non-conformities and corrective action

Non-conformities and corrective actions are the same as for the announced audit scheme (see section 2.4).

Evidence of the action taken to correct non-conformities identified at the Part 1 audit shall be submitted to the certification body within 28 days of the Part 1 audit and will be subject to further review at the Part 2 audit.

If a critical non-conformity and/or the number and level of non-conformities identified at the Part 1 audit would result in the failure to achieve a certificate, the existing certificate for the site shall be immediately withdrawn.

5.5 Grading of the audit

The process for grading is the same as for the announced audit scheme (see section 2.5). The grade awarded following certification shall be based on the number and level of non-conformities, as outlined in Table 2. Note that the grade will have the addition of a plus symbol after the grade (i.e. AA+, A+, B+, C+ or D+).

The grade awarded is based on the combination of non-conformities identified at the Part 1 and Part 2 audits. Although the non-conformities identified during the Part 1 audit should have been corrected before the Part 2 audit, these shall be included in calculating the grade.

5.6 Audit reporting

The audit reporting requirements are the same as for the announced audit scheme (see section 2.6). However, the report shall state 'Unannounced Option 2'.

The full audit report will include information and non-conformities identified at both the Part 1 and Part 2 audits. The final report will not be produced until after completion of the Part 2 audit.

5.7 Certification

The certification requirements are the same as for the announced audit scheme (see section 2.7). However, the certificate shall state 'Unannounced Option 2'.

This certificate will supersede any existing certificate. It shall be issued within 42 days of the Part 2 audit and have an expiry date based on the expiry date of the previous certificate plus 12 months, providing the site remains within the unannounced audit scheme. If the site decides to return to the announced audit programme, the certificate expiry date will be 6, 12 or 18 months (depending on the scope of the audit).

5.8 Ongoing audit frequency and recertification

5.8.1 Scheduling re-audit dates

The site can choose whether to:

- remain within the unannounced Option 2 programme
- transfer to the unannounced Option 1 programme
- revert to the announced audit programme.

If the site wishes to remain in the Option 2 programme, the audits will be undertaken as indicated by the audit planning rules above. If the site opts to move to the unannounced Option 1, the rules for that programme will apply and the full unannounced audit will occur between 3 and 12 months after the initial audit date.

If the site wishes to withdraw from the unannounced audit programme, the next audit will be scheduled to occur within the 28 days up to and including the audit due date (as indicated on the certificate).

It is the responsibility of the certification body to ensure that the unannounced Part 1 audit is undertaken within the audit window. It is the responsibility of the company to ensure that the announced Part 2 audit takes place within the certification window to avoid a non-conformity to clause 1.1.10.

6 General protocol – post audit

6.1 Communication with certification bodies

In the event that any circumstances change within the site that may affect the validity of continuing certification, the site must immediately notify the certification body. This may include:

- legal proceedings with respect to product safety or legality
- product recall
- significant damage to the site (e.g. natural disaster such as flood or damage by fire)
- change of ownership
- significant change to the operation or scope.

The certification body in turn shall take appropriate steps to assess the situation and any implications for the certification, and shall take any appropriate action.

Information shall be provided to the certification body by the site on request so that an assessment can be made as to the effect on the validity of the current certificate.

The certification body may as appropriate:

- confirm the validity of certification
- suspend certification pending further investigation
- require further details of corrective action taken by the site
- undertake a site visit to verify the control of processes and confirm continued certification
- withdraw certification
- issue a new certificate with the new owner's details.

Changes to the certification status of a site shall be recorded in the BRCGS Directory.

6.2 Extension to scope

Once certification has been granted, any additional significant product categories stored or transported or activities undertaken by the site which are required to be included in the scope of certification must be notified to the certification body. The certification body will conduct a review and/or site visit to examine the aspects of the required extension to scope.

Where an extension to scope is required shortly before the certificate is due to expire, it may be more appropriate to undertake a full audit and issue a new certificate. This option should be agreed between the certification body and its client prior to undertaking the extension to scope audit.

When a revisit is considered necessary, the duration of this visit will vary depending on the aspects to be examined for the required extension to scope. The site visit should be conducted along the same principles as the original audit (i.e. including an opening meeting, inspection of the operation of the process, documentation trails and closing meeting). The revisit should be announced, irrespective of whether the site is certificated to the announced or unannounced scheme.

Identified non-conformities shall be documented and actioned within the normal protocol of the Standard (i.e. the company has 28 days to provide appropriate evidence of close-out and the certification body should review the information and confirm the certification decision in the normal manner). The additional non-conformities raised at the site visit will affect neither the current certificated grade nor continued certification. However, if practices are seen that give the certification body cause to doubt continued certification (e.g. the identification of a critical non-conformity) then the certification body shall arrange a full re-audit of the site. In these circumstances the current certificate shall be withdrawn.

A visit report should be documented, but shall not be in the format of a standard BRCGS audit report. A short explanation of the nature of the visit, what was audited and the conclusions should be given. The visit report should document which controls are in place and confirm the effectiveness of these controls. It should be clear in the report which aspects were looked at and which were excluded.

The site's current certificate will be superseded by any new certificate issued. The certificate must use the same expiry date as detailed on the original certificate. The due date of the next full audit will therefore remain the same and this should be made clear to the supplier by the certification body when arranging extension-to-scope visits. The grade shall also remain the same.

The certificate should include identification that it was a scope extension and the date of the visit.

6.3 Certification withdrawal

The certificate may be withdrawn by the certification body in a number of circumstances where the site may no longer comply with the requirements of the BRCGS certification scheme and ISO/IEC 17065 requirement. Examples include:

- evidence that the site no longer complies with the requirements of the Standard, raising significant doubt over its operating standards and product safety
- failure to implement adequate corrective action plans within appropriate timescales
- evidence of falsification of records.

6.4 Appeals

The company has the right to appeal the certification decision made by the certification body and any appeal should be made in writing to the certification body within 7 calendar days of receipt of the certification decision.

The certification body shall have a documented procedure for the consideration and resolution of appeals against the certification decision. These investigative procedures shall be independent of the individual auditor and certification manager. Individual certification bodies' documented appeals procedures will be made available to the site on request. Appeals will be finalised within 30 calendar days of receipt. A full written response will be given after the completion of a full and thorough investigation into the appeal.

In the event of an unsuccessful appeal, the certification body has the right to charge costs for conducting the appeal.

6.5 Surveillance of certificated companies

For certificated companies, where appropriate, the certification body or BRCGS may carry out further audits or question activities to validate continued certification at any time. These visits may take the form of announced or unannounced visits to undertake either a full or part audit. Refusal of access to the site may affect certification status.

Any non-conformities identified at a visit must be corrected and closed out within the normal protocol (i.e. within 28 days of the visit), and reviewed and accepted by the certification body. If there is no intention on behalf of the site to take appropriate corrective actions or the corrective actions are deemed inappropriate, certification shall be withdrawn. The ultimate decision to suspend or withdraw certification remains with the certification body. Any change in certification status shall be notified to BRCGS by the certification body and the status in the BRCGS Directory amended accordingly.

In the event that certification is withdrawn or suspended by the certification body, the company shall immediately inform its customers and make them fully aware of the circumstances relating to the withdrawal or suspension. Information on the corrective actions to be taken in order to reinstate certification status should also be provided to customers.

6.6 BRCGS logos

Achieving BRCGS certification is something to be proud of. Companies that achieve certification and have no exclusions from their scope are qualified to use the BRCGS logo on site stationery and other marketing materials. Information and conditions relating to the use of the BRCGS logo are available at **brcgs.com**.

If a site is no longer certificated because of certificate expiry, withdrawal or suspension, it shall no longer use the logo or certificate claiming certification.

The BRCGS logo is not a product certification mark and shall not be used on products or product packaging. Any certificated site found to be misusing the mark will be subject to the BRCGS complaints/referral process (see Part IV) and may risk suspension or removal of its certification.

The BRCGS logo may not be used by companies that do not include all products within the audit scope.

6.7 The BRCGS Directory

The BRCGS Directory (**brcgsdirectory.com**) is the database of all audits conducted against a BRCGS standard, all certification bodies, and all auditors and their recognised audit categories.

The directory holds full copies of all audit reports and certificates in read-only PDF format. This includes archived audit documents from 2008 onwards.

Certification bodies are responsible for maintaining site details, including site name, address, audit content and certificate status. All certification bodies are assessed and graded by BRCGS according to how quickly and accurately they update audit data.

Audit reports can only be accessed following secure sign-in.

The directory also features a publicly accessible search function which displays certification data only. The public directory only lists currently certificated sites, not those expired or withdrawn.

Sites wishing to be excluded from public listing should contact their certification body.

6.7.1 Site code

Each audited site is allocated a unique seven-digit reference number known as a site code. This can be used to authenticate the validity of any certificate.

A site code is created when a site is audited for the first time and remains unchanged, regardless of subsequent auditing certification bodies or audit status.

Site codes are located on the top right-hand corner of the first page of the audit report and on the corresponding certificate.

The listing for any certificated site can be located in the public directory by adding the site code to the 'site code' search field. If no results are returned for a search, contact BRCGS to confirm certification authenticity.

6.7.2 Audit sharing

The directory allows audit owners to share their audit reports with customers including retailers, manufacturers, suppliers and other specifiers.

When audit sharing is set up, customers can access the full current, archived and future audit documents (as they become available) without any further administration.

An audit owner can cancel sharing at any time. All sharing changes take immediate effect.

Audit documents shared in the directory cannot be edited or doctored by the audit owner. As such, audits obtained via the directory can be considered as complete and authenticated.

6.7.3 Notification emails

The directory notifies audit owners, and anybody who has shared access to the audit, if a site's certification is suspended, withdrawn or expires without replacement.

Notifications are via automated email and can be turned off if not required.

For further information on the directory or audit sharing, contact the BRCGS Directory Services team via **submissions@brcgs.com.**

Part IV
Management and governance

Requirements for certification bodies

Technical governance of the Standard

Achieving consistency – compliance

Part IV
Management and governance

Requirements for certification bodies

The Global Standard for Storage and Distribution is a process and product certification scheme. In this scheme, businesses are certificated upon completion of a satisfactory audit by an auditor employed by an independent third party – the certification body. The certification body in turn shall have been assessed and judged as competent by a national accreditation body.

The process of certification and accreditation is outlined in Figure 4.

In order for a business to receive a valid certificate on completion of a satisfactory audit, the organisation must select a certification body approved by BRCGS. BRCGS lays down detailed requirements that a certification body must satisfy in order to gain approval.

As a minimum, the certification body must be accredited to ISO/IEC 17065 by a national accreditation body affiliated to the International Accreditation Forum and recognised by BRCGS.

Further details are available in the document Requirements for Organisations Offering Certification against the Criteria of BRCGS, available from BRCGS on request.

Companies looking to become certificated to the Standard should assure themselves that they are using a genuine certification body approved by BRCGS. A list of all certification bodies approved by BRCGS is available on the BRCGS Directory: **brcgsdirectory.com**.

BRCGS recognises that in certain circumstances, such as for new certification bodies wishing to commence auditing against the Standard, accreditation may not yet have been achieved. This is because the accreditation process itself requires some audits to have been completed which will then be reviewed as part of the accreditation audit of the certification body. The certification body must be able to conduct audits as part of achieving accreditation and so some unaccredited audits will be performed. This will be permitted where the organisation can demonstrate:

- an active application for accreditation against ISO/IEC 17065 from an approved national accreditation body
- that accreditation will be achieved within 12 months of the date of application and the experience and qualifications of the auditors in the relevant product category are consistent with those specified by BRCGS
- that a contract is in place with BRCGS and all other contracted requirements have been met.

The acceptability of audit reports generated by certification bodies awaiting accreditation but meeting the above criteria is at the discretion of individual specifiers.

Technical governance of the Standard

The Standard and its associated scheme are owned by BRCGS and governed through a number of committees (see Figure 5), each of which works to a set of defined terms of reference.

International advisory boards

The technical management and operation of the Standard are governed by the BRCGS international advisory boards. These consist of senior technical representatives of international retail and food manufacturing businesses in Europe, America and Asia.

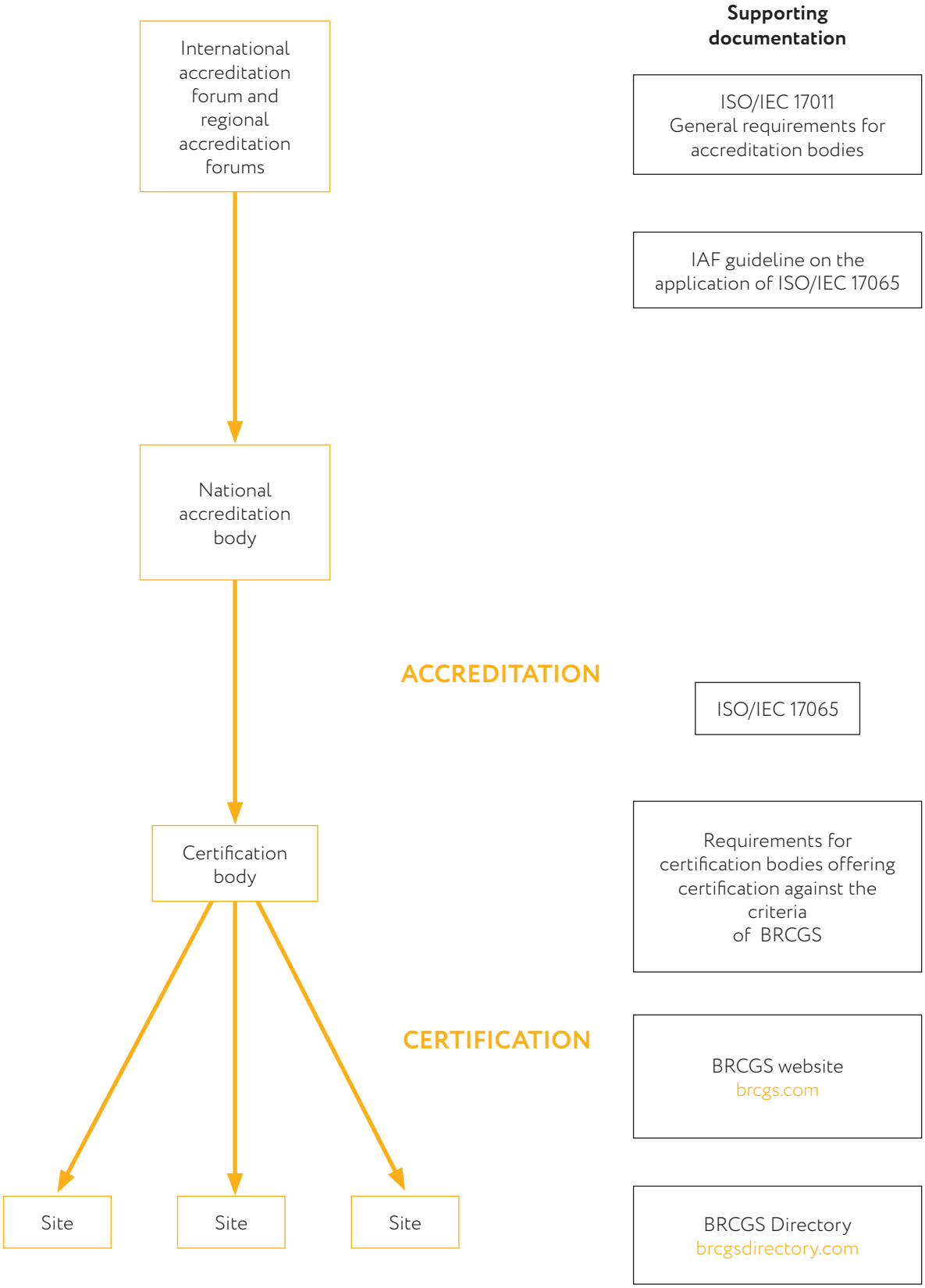

Figure 4 Process for accreditation of certification bodies

The functions of the advisory boards are to provide strategic advice on the development and management of BRCGS and the activities to ensure the effective management of the certification bodies and audit process.

Technical advisory committee

Each global standard is supported by a technical advisory committee (TAC) which meets regularly to discuss technical, operational and interpretational issues related to the Standard. BRCGS provides the technical secretariat for these groups.

The TAC is made up of senior technical managers representing the users of the Standard and includes representatives of retailers, food service companies, wholesalers, storage and distribution operators, certification bodies and independent technical experts.

The Standard is reviewed periodically to assess the need for updating or producing a new issue. This work is undertaken by the TAC, which is expanded for the purpose to include other available expertise.

The TAC also reviews auditor competence requirements, proposed training materials and supplementary technical documents supporting the standards.

The certification body co-operation groups

BRCGS encourages and facilitates meetings of the certification bodies participating in the scheme (co-operation groups) to discuss matters arising on the implementation of the Standard and issues of interpretation. These groups report regularly to BRCGS on operational issues, implementation and suggested improvements. Representatives from the co-operation groups attend the TAC meetings.

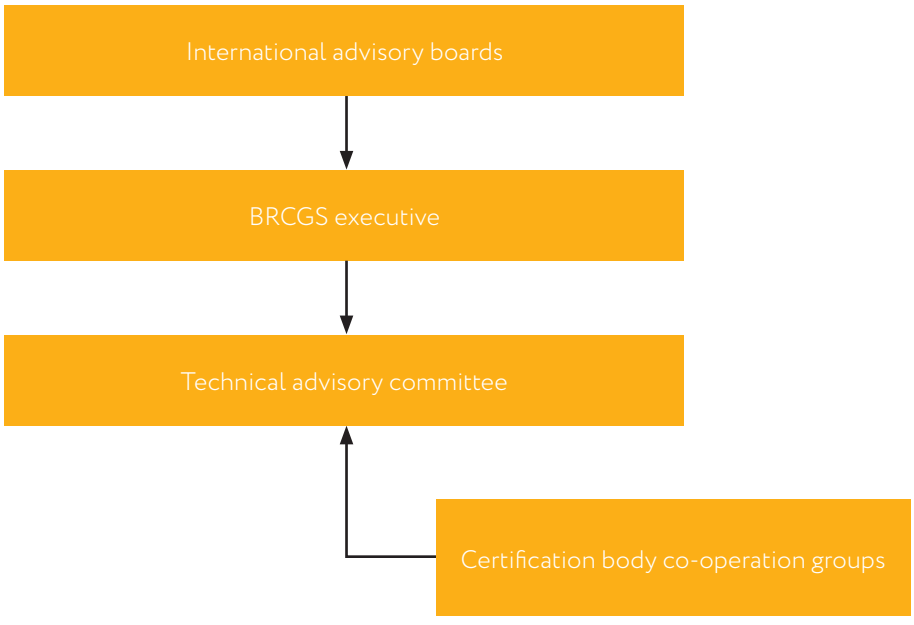

Figure 5 Governance of the BRCGS schemes

Achieving consistency – compliance

The maintenance of a high and consistent standard of audit and certification, and the ability of the certificated sites to maintain the standards achieved at the audit, are essential to confidence in the scheme and to the value of certification. BRCGS therefore has an active compliance programme to supplement the work of accreditation bodies and ensure high standards are maintained.

The BRCGS scheme may only be certificated by certification bodies registered and approved by BRCGS and accredited by a BRCGS-recognised accreditation body. All auditors undertaking audits against the Standard must meet the BRCGS auditor competency requirements and shall be registered with BRCGS. The qualifications, training and experience requirements for auditors who conduct audits against the Standard are detailed in Appendix 2. All audits undertaken against the Standard shall be uploaded to the BRCGS Directory, which provides BRCGS with an oversight of the activity of the certification bodies and the opportunity to review the quality of the reports produced.

To support the Standard, BRCGS operates a compliance programme which reviews the performance of the certification bodies, samples the quality of audit reports, assesses levels of understanding of the scheme requirements and investigates any issues or complaints. As part of this programme, BRCGS provides feedback on the performance of each certification body through a key performance indicator (KPI) programme.

As part of the compliance programme, BRCGS audits the offices of certification bodies and accompanies auditors on audits at sites to observe the performance of auditors. BRCGS may also undertake independent visits to certificated sites to ensure standards of product safety and quality are being maintained in line with its certification status and that the audit and reporting process is to the expected standard.

Calibrating auditors

A key component of the scheme is the calibration of the auditors to ensure a consistent understanding and application of the requirements. All certification bodies are required to have processes to calibrate their own auditors. An essential element of the training and calibration of auditors is the witnessed audit programme. Auditors are observed during an audit and provided with feedback on the performance of the audit. In order to ensure consistency between certification bodies and for the purposes of accreditation, an audit may be witnessed by a BRCGS representative or accreditation body auditor. Guidelines apply to these activities to ensure that sites are not disadvantaged by the presence of two auditors. This process forms an essential part of the scheme and sites are obliged to permit witnessed audits as part of the conditions for certification.

Feedback

Companies audited against the Standard may wish to provide feedback to the certification body or BRCGS on the performance of the auditor. Such feedback sent to BRCGS will be considered in confidence. Feedback provides a valuable input to the BRCGS monitoring programme for certification body performance.

Complaints

BRCGS has implemented a formal complaint process, which is available to organisations involved with the global standards. This is available on the website (**brcgs.com**).

From time to time, failure to apply the principles and criteria of BRCGS at certificated sites may be reported to BRCGS by, for example, retailers and companies conducting their own audits. In this event, BRCGS will conduct an investigation as appropriate and may undertake announced or unannounced visits to a certificated site.

Appendices

Appendix 1
Other global standards by BRCGS

BRCGS has developed a range of global standards which set out the requirements for the wide range of activities undertaken in the production of food, consumer goods and packaging, as well as this standard for storage and distribution.

The **Global Standard for Food Safety** is an auditing standard which is applicable to food. This is the most mature of the global standards and is extensively used in the food industry worldwide. The Standard applies wherever processes are undertaken which involve open or unpackaged food products. These products fall outside the scope of the Global Standard for Storage and Distribution.

The **Global Standard for Packaging Materials** is an auditing standard that lays down the requirements for the manufacturing of packaging materials used for food and consumer products. The Global Standard for Storage and Distribution applies only where no processing activities occur.

The **Global Standard for Consumer Products** is an auditing standard that sets out the requirements for businesses that produce consumer products or are involved in the preparation of products as components for supply as retailer-branded (own-label) products or branded products. This standard can only be used at manufacturing or packing sites. It also applies where companies are assembling component parts to produce a single saleable package. The Global Standard for Storage and Distribution may only be used where such assembly is carried out on components which are fully finished saleable products in their own right.

The **Global Standard for Agents and Brokers** is an auditing standard which enables companies to be audited and certificated where they buy and sell products or provide services to other parties, but are unable to gain certification to the production or storage and distribution standards because there is no product present to be audited.

Appendix 2
Registration, qualifications, training and experience requirements for auditors

All auditors conducting audits against the Global Standard for Storage and Distribution are required to be registered with BRCGS. The registration process identifies that auditors have undergone the required training, and it identifies the product categories in which auditors have expertise. Evidence of auditors' qualifications, experience and training has to be submitted to BRCGS prior to them carrying out audits. All registered auditors receive a unique registration number, which is included on the audit report and is automatically cross-checked against their competence before the certification is accepted onto the BRCGS Directory.

It is the responsibility of the certification body to ensure processes are in place to assess, monitor and maintain the competence of the auditor to the level required by BRCGS.

BRCGS publishes a detailed guide for registered certification bodies on the auditor competency requirements, expectations of the initial assessment of an auditor's competence, ongoing training and assessment procedures. This is reviewed and updated periodically by the technical advisory committee. The following outlines the requirements of auditors who may be registered to audit against the Standard.

Education
The auditor ideally shall have a degree in a food, science, technology or logistics discipline or, as a minimum, have successfully completed a higher education course in a food, science, technology or logistics-related discipline.

Work experience
The auditor shall have a minimum of 5 years' post-qualification experience related to the food, packaging, logistics or consumer product industries. This shall involve work in quality assurance or product safety functions within manufacture, retailing, storage and distribution, inspection or enforcement; and the auditor shall be able to demonstrate an understanding and knowledge of specific product categories of audit for which they are approved. The verification to carry out work within specific product categories will be carried out by the certification body and information provided in the auditor registration with BRCGS.

Qualifications
The auditor shall have:

- successfully passed a registered QMS Lead Assessor course (e.g. IRCA) or a BRCGS-recognised equivalent course with an exam
- successfully completed (as evidenced by examination) a training course in HACCP or hazard analysis principles of at least 2 days' duration based on the principles of Codex Alimentarius, and be able to demonstrate competence in the understanding and application of HACCP principles. It is essential that this training course is recognised by the industry sector (and its stakeholders) as being appropriate and relevant
- successfully completed an official Global Standard for Storage and Distribution auditor training course and exam for Issue 4 of the Standard delivered by a BRCGS-approved trainer.

Audit experience

Auditors must have practical auditing experience of product certification schemes or quality management systems and must have successfully completed supervised training audits at a variety of organisations against the Global Standard for Storage and Distribution.

Certification bodies must be able to demonstrate that every auditor has appropriate training and experience for the particular categories of audit for which they are considered competent.

Personal attributes

The auditor shall exhibit professional conduct at all times, be objective, have good communication skills and maintain the integrity of themselves, their employer and the Standard.

The certification body is required to have a system in place to evaluate the personal attributes of all auditors (e.g. by supplier feedback forms) and maintain records of competence and training as appropriate.

General training obligations of certification bodies

Certification bodies must be able to demonstrate that every auditor has appropriate training and experience for the particular categories of audit for which they are considered competent. It is expected that trainee auditors will demonstrate a significant number of relevant audits (>10 third-party audits which include HACCP, quality management systems and good distribution practices in the previous 2 years).

Certification bodies must establish training programmes for each auditor, which will incorporate:

- a period of initial training covering product safety, HACCP/risk assessment and prerequisite programmes, and access to relevant laws and regulations
- a period of supervised training to cover quality management systems, audit techniques and specific category knowledge
- assessment of knowledge and skills for each category
- documented sign-off after the satisfactory completion of the training programme.

Each auditor's training programme shall be managed and approved by a technically competent person within the certification body who can demonstrate technical competence in the categories in which training is given.

Full detailed training records of the individual shall be maintained by the certification body throughout the term of employment and retained for a minimum period of 5 years after the auditor has left the employment of the certification body.

The auditor must be kept up to date with 'category best practice', and have access to (and be able to apply) relevant laws and regulations, with records of updated training held by the certification body.

Audit categories

It is recognised that the auditors shall have appropriate product knowledge of the categories of products that the site to be audited is storing or distributing. The categories have been defined on the basis of risk according to the following chart.

	Product category
1	Chilled and frozen food
2	Ambient food
3	Packaging and packaging materials
4	Consumer products

The Standard covers a wide range of products. It is the responsibility of the certification body to identify the products handled by the site being audited, and in particular to identify any products with specific handing requirements. Where such products are identified, the auditor must be made aware in advance of the audit in order to plan for the visit.

Appendix 3
Certificate template

Auditor number

CERTIFICATION BODY NAME OR LOGO

[Certification body name, certification body number] certifies that, having conducted an audit

For the scope of activities:

Including voluntary modules of:

Exclusions from scope:

Product categories:

At COMPANY NAME
BRCGS SITE CODE
AUDIT SITE ADDRESS

Has achieved Grade:

Meets the requirements set out in the

GLOBAL STANDARD for STORAGE AND DISTRIBUTION

ISSUE 4: NOVEMBER 2020

Audit programme: [announced, unannounced (1 in 3), blended announced audit, unannounced Option 1, unannounced Option 2, re-issued after extension to scope]

Date(s) of audit: [include two dates for blended announced, and unannounced Option 2. If an extension to scope, include original audit date and visit date]

Certificate issue date:

Re-audit due date: from to

Certificate expiry date:

Accreditation body logo

Authorised by

BRCGS logo

Name and full address of certification body

Certificate traceability reference

This certificate remains the property of [name of certification body]

If you would like to feed back comments on BRCGS or the audit process directly to BRCGS, please contact enquiries@brcgs.com.

Visit the BRCGS Directory (brcgsdirectory.com) to validate the authenticity of this certificate.

Appendix 4
Products included within the scope of the Standard

Product groups	Storage	Distribution	Wholesale	Contract packing
Food products				
Pre-packed food for human consumption	✓	✓	✓	✓
Pet food/animal feed – pre-packed for retail sale	✓	✓	✓	✓
Fruit and vegetables in open containers	✓	✓	✓	No
Carcasses of meat – unwrapped	✓	✓	✓	No
Fish and other seafood loose in trays	✓	✓	✓	No
Live animals	No	No	No	No
Bulk foods and ingredients, e.g. grain, flour, oil, sugar syrups, wine	✓	✓	No	No
Packaging materials				
Packaging materials for final conversion	✓	✓	✓	No
Finished packaging materials	✓	✓	✓	No
Consumer products				
Formulated products, e.g. cosmetics, detergents	✓	✓	✓	✓*
Hard lines, e.g. cookware, furniture	✓	✓	✓	✓*
Soft lines, e.g. textiles	✓	✓	✓	✓*
Electricals	✓	✓	✓	✓*
Toys	✓	✓	✓	✓*
Fuels and motor oils sold in bulk or refillable containers	No	No	No	No
Motor vehicles	No	No	No	No

*Fully assembled products packaged for retail sale only.

Appendix 5
Cross-docking annex to the main site certification

Insert the certificate traceability reference number of the main site

Location	
Cross-docking facility 1 Site address Post code	
Cross-docking facility 2 Site address Post code	
Cross-docking facility 3 Site address Post code	
Cross-docking facility 4 Site address Post code	
Cross-docking facility 5 Site address Post code	
Cross-docking facility 6 Site address Post code	

Appendix 6
Glossary of terms

In relation to terms used within this document, the following words shall have the following meanings.

accreditation	Procedure by which an authoritative body gives formal recognition of the competence of a certification body to provide certification services against a specified standard.
agent	A company that facilitates trade between a site or company and their raw material or packaging suppliers or their customers through the provision of services, but does not at any point own or take title to the goods.
allergen	A known component of food which causes physiological reactions due to an immunological response (e.g. nuts and others identified in legislation relevant to the country of production or sale).
announced audit	An audit where the company agrees the scheduled audit day in advance with the certification body.
annual	Within 12 months since the action was last conducted.
assembled package	Includes the product to be shipped, the insulated shipper/container, all the necessary auxiliary and/or associated components, and the ancillary packaging components such as the temperature-stabilising medium, the secondary packaging, partitions, bubble wrap, data loggers and/or other temperature-monitoring units.
assembly packing	A process that assembles a collection of two or more market-ready finished products into outer packaging for sale as single product. Companies undertaking this process do not manufacture any of the component products, but are supplied with them for assembly into the final pack.
audit	A systematic examination to substantiate whether activities and related results comply with planned arrangements and whether these arrangements are implemented effectively and are suitable to achieve objectives.
auditor	A person possessing the appropriate competence and skills to carry out an audit.
authenticity	Ensuring that food or raw materials purchased and offered for sale are of the nature, substance and quality expected.
back-haul	To collect a load following delivery of products for return to the distribution depot or warehouse.
brand owner	The owner of a brand logo or name who places the said logo or name onto retail products.
branded product	Products bearing the logo, copyright or address of a company that is not primarily a retailer.
broker	A company which purchases or 'takes title to' products for resale to businesses (e.g. manufacturers, retailers or food service companies) but not to the ultimate consumer.

business continuity	A framework that enables an organisation to plan and respond to incidents of business interruption in order to continue business operations at an acceptable predetermined level.
calibration	Set of operations that establish, under specified conditions, the relationship between values of quantities indicated by measuring instruments or measuring systems, or values represented by a material or reference material, and corresponding values realised by standards.
certification	Procedure by which accredited certification bodies, based upon an audit and assessment of a site's competence, provide written assurance that a site conforms to a Standard's requirement.
certification body	Provider of certification services, accredited to do so by an authoritative body and registered with BRCGS.
certification suspension	Where certification is revoked for a given period pending remedial action on the part of the site.
certification withdrawal	Where certification is revoked. Certification may only be regained following successful completion of the full audit process.
clause	A specific requirement or statement of intent that a site must comply with in order to achieve certification.
cleaning in place (CIP)	The process of cleaning and sanitising food-processing equipment in its assembled position without the need for dismantling and cleaning the individual parts.
Codex Alimentarius Commission	A body responsible for establishing internationally recognised standards, codes of practice and guidelines, of which HACCP (hazard analysis and critical control points) is one standard.
company	The entity with legal ownership of the site which is being audited against the BRCGS standard.
competence	Demonstrable ability to apply skill, knowledge and understanding of a task or subject to achieve intended results.
compliance	Meeting the regulatory or customer requirements concerning product safety, legality and quality.
consumer	The end-user of the finished product, commodity or service.
consumer products	Non-food products normally bought by or supplied to private consumers for personal or household use.
contractor or service provider	A person or organisation providing services or materials.
control	To manage the conditions of an operation to maintain compliance with established criteria, and/or the state wherein correct procedures are being followed and criteria are being met.
control measure	Any action or activity that can be used to prevent or eliminate a product safety hazard or reduce it to an acceptable level.

controlled document	A document which is identifiable and for which revisions and removal from use can be tracked. The document is issued to specified individuals and their receipt of the document is recorded.
correction (corrective action)	Action to eliminate the cause of a detected non-conformity.
critical control point (CCP)	A step at which control can be applied and that is essential to prevent or eliminate a product safety hazard or reduce it to an acceptable level.
cross-docking	Material is unloaded at a facility separate from the main certificated site and handled, but not formally put away into storage. The inbound materials at the cross-docking facility are sorted, consolidated and temporarily stored until the outbound shipment is complete and ready to ship.
customer	A business or person to whom a product or service has been sold, or on whose behalf product is collected, stored or delivered.
customer focus	A structured approach to determining and addressing the needs of an organisation to which the company supplies products and which may be measured by the use of performance indicators.
distribution	The transportation of goods within any container (goods on the move) by road, rail, air or ship.
e-commerce	A business selling finished goods or products online to other businesses and/or the final consumer.
final mile delivery	Movement of products from a certificated site to a final destination (e.g. another business or consumer).
flow diagram	A systematic representation of the sequence of steps or operations for safe product handling.
food	Products as defined by the EU Food Hygiene Regulations 178/2002.
fraud	Fraudulent and intentional substitution of a product or misrepresentation of the product for the purpose of financial gain, by increasing the apparent value of the product.
fraud vulnerability assessment	A risk assessment designed to examine processes and supply chains for potential product fraud. BRCGS has developed a guideline to assist sites with vulnerability assessments.
Global Food Safety Initiative (GFSI)	Managed by the Consumer Goods Forum, a project to harmonise and benchmark international food safety standards (**mygfsi.com**).
good handling practice	Implemented procedures and practices undertaken using best-practice principles.
hazard	An agent of any type with the potential to cause harm or which would render products unacceptable.
hazard analysis and critical control points (HACCP)	A system to identify, evaluate and control hazards which are significant for product safety, legality and quality.
hazard and risk analysis (HARA)	A system that identifies, evaluates and controls hazards which are significant for product safety, legality and quality.

hub depot	A storage and distribution site receiving products from external companies and supplying products to other depots within the company's own distribution network (see satellite depot).
incident	An event that has occurred resulting in the production or supply of unsafe, illegal or non-conforming product.
initial audit	The BRCGS audit at a company/site which is not in possession of a valid BRCGS certificate. This may be the first audit at a site or a subsequent audit of a site whose certification has lapsed.
inspection	Targeted verification (often a visual check against a 'tick list' for fabrication, environment and equipment) to ensure operation to safe expected levels.
integrity	Once a product is received at a storage and distribution facility, its integrity is based upon the site's ability to contain, protect and preserve the product during its intended use.
integrity (in relation to product fraud or product defence)	Products that are of the nature, substance and quality expected (e.g. not substituted or misrepresented).
internal audit	General process of audit for all the activities of the company. Conducted by or on behalf of the company for internal purposes.
job description	A list of the responsibilities for a given position at a company.
key staff	Those staff whose activities affect the safety, legality and quality of the finished product.
legality	Meeting all relevant legislation in the country (or countries) where the product(s) is/are intended to be supplied or sold.
location	The geographical area within which individual premises reside in order to be classed as a single site for auditing purposes (i.e. a radius of 1 hour or 50 km from the usual place of work of the management team).
loose/open food	Food ingredients or finished products that are unwrapped or not stored in packaging that is designed to protect the product when it is sold to the consumer, e.g. trays of fresh produce, meat carcasses.
malicious contamination	Deliberate contamination of a product or raw material with the intention to cause harm to the consumer or damage to the company or brand owner.
manufacturer	A company that produces product from raw material components, and packs the product into retail units or supplies product in bulk to a packing site to pack the product into retail units. A packer who packs product into retail units from bulk-supplied material can also be classed as a 'manufacturer'.
may	Indicates a requirement or text which provides guidance but is not mandatory for compliance with the Standard.
mitigation strategies	Controls to remove, or reduce to an acceptable level, an identified risk, vulnerability or threat. It is often used in food defence where controls are needed to prevent potential threats from occurring.
monitoring	A planned sequence of observations or measurements of defined control parameters to assess whether predefined limits are being met.

non-conformity	The non-fulfilment of a specified product safety, legal or quality requirement or a specified system requirement.
original copy	A document, whether in electronic or printed form, that has been legally obtained and does not infringe any copyright.
packaging system	Based on product type, the equipment, material and processes employed by the company to service the packaging needs of its various customers. For temperature-sensitive products, the packaging system is used to maintain the product in the temperature-controlled environment of an assembled package. The system may use pre-conditioned coolant in the form of chilled or frozen gel packs, phase change materials, dry ice or others. *See also* assembled package.
performance indicators	Summaries of quantified data that provide information on the level of compliance against agreed targets (e.g. customer complaints, product incidents, laboratory data).
positive release	Ensuring a product or material is of an acceptable standard prior to release for use.
potable water	Water that is safe to drink, free from pollutants and harmful organisms, and conforms to local legal requirements.
premises	A physical building or place owned by the company and audited as part of a site.
pre-packaged products	Products in their final packaging that is designed for sale to the consumer.
prerequisite	The basic environmental and operational conditions in a business that are necessary for safe product handling. These control generic hazards covering good hygiene practices and shall be considered within the HARA or HACCP plan.
preventive action	Action to eliminate the fundamental, underlying cause (root cause) of a detected non-conformity and prevent recurrence.
procedure	Agreed method of carrying out an activity or process which is implemented and documented in the form of detailed instructions or process description (e.g. a flowchart).
processed food	A food product which has undergone any of the following processes: aseptic filling, baking, battering, blending, bottling, breading, brewing, canning, coating, cooking, curing, cutting, trimming, dicing, distillation, drying, extrusion, fermentation, freeze drying, freezing, frying, hot filling, irradiation, microfiltration, microwaving, milling, mixing, being packed in modified atmosphere, being packed in vacuum packing, packing, pasteurisation, pickling, roasting, slicing, smoking, steaming or sterilisation.
product defence	Procedures adopted to ensure the safety of products from malicious contamination.
product integrity	Products that are of the nature, substance and quality expected (e.g. not substituted, diluted, adulterated or misrepresented).
product recall	Any measures aimed at achieving the return of an unfit product from final consumers.
product safety culture	The attitudes, values and/or beliefs which are prevalent at the site, relating to the importance of product safety and the confidence in the product safety systems, processes and procedures used by the site.
product withdrawal	Any measures aimed at achieving the return of an unfit product from customers, but not from final consumers.
protective clothing	Clothing designed to protect the product from potential contamination by the wearer.

quality	Meeting the customer's specification and expectation.
quantity check/mass balance	A reconciliation of the number/amount of incoming products against the outgoing products, which also takes into account process waste and rejects.
quantity control	Check on amount of product in the consumer pack. May be related to weight, volume, number of pieces, size, etc.
quarantine	The status given to any material or product set aside while awaiting confirmation of its suitability for its intended use or sale.
requirement	Those statements comprising a clause with which compliance will allow sites to be certificated.
retail brand	A trademark, logo, copyright or address of a retailer.
retailer	A business selling products to the public by retail.
retailer-branded products	Products bearing a retailer's logo, copyright, address or ingredients used to manufacture within a retailer's premises. These are products that are legally regarded as the responsibility of the retailer.
risk	The likelihood of occurrence of harm from a hazard.
risk analysis	A process consisting of three components: risk assessment, risk management and risk communication.
risk assessment	The identification, evaluation and estimation of the levels of risk involved in a process to determine an appropriate control process.
root cause	The underlying cause of a problem, which, if adequately addressed, will prevent a recurrence of that problem.
satellite depot	A warehouse/distribution site receiving products only from another site within the same company.
schedule	A tabulated statement giving details of actions and/or timings.
secondary packaging	Packaging that is used to collate and transport sales units to the retail environment (e.g. corrugated case).
senior management	Those with strategic/high-level operational responsibility for the company and the capability to authorise the financial or human resources necessary for the implementation of the Standard.
service provider	A person or organisation providing services.
shall	Signifies a requirement to comply with the contents of the clause.
should	Signifies that compliance with the contents of the clause or requirement is expected or desired.
site	A unit of a company; the entity which is audited and which is the subject of the audit report and certificate. A site may be made up of more than one premises within a location. For distribution, this will be the address from which vehicles operate.
specification	An explicit, detailed description of a material product or service.
specifier	Company or person requesting the product or service.

Standard, the	The Global Standard for Storage and Distribution, Issue 4.
subcontractor	A company or organisation to which the main storage and distribution site subcontracts an activity that is otherwise covered by its scope of certification (e.g. subcontracted storage or distribution of product).
supplier	The person, firm, site or other entity to which a site's purchase order to supply is addressed.
suspension	Where certification is revoked for a given period, pending remedial action on the part of the company.
threat assessment	A risk assessment designed to examine site processes for potential product security and product defence issues.
traceability	Ability to trace and follow raw materials, components and products, through all stages of receipt, production, processing and distribution and vice versa.
trans-shipment	A direct transfer of goods from one vehicle or container to another.
trend	An identified pattern of results.
unannounced audit	An audit undertaken on a date unknown to the company in advance.
user	The person or organisation (customer of the site) that requests information from the site regarding certification.
utilities	Commodities or services, such as electricity or water, that are provided by a public body.
validation	Confirmation through the provision of objective evidence that the requirements for the specific intended use or application have been fulfilled.
vehicle	Any device used for the conveyance of product that is capable of being moved upon highways, waterways or airways. Vehicles can be motorised (e.g. a lorry), or non-motorised (e.g. container or rail truck).
verification	Confirmation through the provision of objective evidence that specified requirements exist.
where appropriate	In relation to a requirement of the Standard, the site will risk assess the actual requirement of the Standard and, where applicable, put in place systems, processes, procedures or equipment to meet the requirement. The site shall be mindful of legal requirements, best-practice standards, good manufacturing practice and industry guidance, and of any other information relating to the manufacture of safe and legal product.
wholesaler	A distributor or middleman who purchases products to sell mainly to retailers, institutions or other companies rather than to consumers.
wholesaler exclusive products	Products not bearing the wholesaler's logo but produced with a brand exclusively for sale and distribution by the wholesaler.
wholesaler own brand	Products bearing a wholesaler's logo, copyright and address that are legally regarded as the responsibility of the wholesaler.
workwear	Company-issued or authorised clothing worn in the work place, usually to provide protection to the wearer or the wearer's own clothing.

Appendix 7
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BRCGS | Storage and Distribution

BRCGS
Floor 2
7 Harp Lane
London EC3R 6DP

T: +44 (0)20 3931 8150
E: enquiries@brcgs.com

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