

J D Wetherspoon plc

SUPPLIER CHARTER 2019

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Introduction

The contents of this document set out all of the requirements of working with Wetherspoon, as well as all of the policies and procedures which are applicable to all suppliers.

Product specification

All specifications must be approved by us. Additionally, for our food and drinks suppliers, specifications must be uploaded to our product-management system, with changes made only with our prior consent. The accuracy of this data is of fundamental importance, as it provides our customers with nutritional and dietary information. This includes, without exception, detailed allergen and nutritional information – which is a legal requirement.

Supplier evaluation

We hold regular quality-assurance (QA) and product-evaluation meetings to review our products. We expect you to attend these meetings when invited.

Standard operating procedures (SOPs)

We have SOPs which underpin all of our business processes. Suppliers may be asked to contribute to the content of these and, where required, adhere to these policies.

Distribution

We have a national distribution centre (NDC) in Daventry, operated by DHL. Our food and non-consumable products for our pubs in England, Wales and Scotland are delivered to the NDC.

We also have a distribution centre in Ireland for our pubs in the Republic and Northern Ireland.

Our drinks suppliers are categorised as either direct supply (to our pubs) or indirect supply (to one of our nominated distributors).

The distribution policy sets out additional requirements in this area and can be found on page 13.

Cask ale

East West Ales is a supplier working exclusively with Wetherspoon to source our cask ales which feature on company guest ale lists and in real-ale festivals. East West Ales also liaises with local brewers delivering directly to pubs.

As a minimum requirement, breweries must have SIBA FSQ or an equivalent accreditation in order to supply cask ale to Wetherspoon.

East West Ales will require proof of valid accreditation, which must be supplied on request.

Sedex

Sedex (www.sedexglobal.com) is one of the world's largest organisations for helping companies to manage responsible sourcing in their supply chains.

It is important for us to understand all aspects of our supply chain, including business ethics, environment, health and safety and labour standards. We require all of our food and drinks suppliers to be Sedex members and to complete an initial self-assessment questionnaire (SAQ). Further to the Sedex SAQ completion, suppliers may be subject to a Sedex audit by an approved auditor and/or one of our internal supply chain auditors.

In May 2019, at the Wetherspoon supplier conference, suppliers were reminded that it is our policy that they become a Sedex member.

Recognised food safety scheme

We require food suppliers to be accredited with the British Retail Consortium (BRC) or recognised equivalent. Where suppliers are BRC accredited, they are expected to have an accreditation of grade A or above.

HACCP

We require all products to be made by suppliers which are technically competent in their specific area and which operate well-managed, hygienic locations, applying good manufacturing practices, a hazard-analysis-critical-control-points (HACCP) approach and due diligence – to ensure safety, legality, integrity and consistent quality.

Modern slavery

The link to our modern slavery and human-trafficking statement can be found on our home page of jdwetherspoon.com. This details the company's expectations of suppliers in ensuring that there is no modern slavery or human-trafficking in their supply chain.

Environment and sustainability

We ask our suppliers to review their performance, in order to reduce their impact on the environment and to have a positive effect on the communities in which they operate.

Where possible, resources must be renewable, with waste/pollutants minimised and disposed of in a safe, efficient and environmentally responsible manner.

Gifts and hospitality

We expect all suppliers to be open and transparent, to ensure full compliance with the Bribery Act 2010 and require suppliers to have an antibribery and corruption policy. This is detailed in the company's antibribery and corruption policy which can be found on page 5.

Our employees are expected to conduct themselves, at all times, with honesty, integrity and responsibility. Wetherspoon's employees are not permitted to accept any kind of gift or hospitality – and we ask that suppliers do not offer these. Suppliers are asked not to pay for any subsistence, travel or accommodation for our employees.

Where meetings take place outside of the office environment, we may ask that these take place in our pubs. In such cases, on behalf of our suppliers, we will pay for food and drinks.

Suppliers' contracts

No supplier agreement, contract, document, letter or any other attachment to an e-mail should be taken as a legally binding commitment by Wetherspoon, unless it has been approved by the company's purchasing meeting.

Animal-sourcing and welfare

We recognise animal welfare as a business issue and strive to ensure the highest-possible animal welfare standards. We commit continuously to seeking ways of improving animal welfare, over time, and to providing transparency to customers about where the food we serve comes from.

We require our food suppliers to comply with our sourcing policies, practices and guidelines (see pages 6–12).

Product validation testing

In order to ensure that our products adhere to the approved specification, we carry out validation testing across certain products, using UKAS-accredited laboratories.

Speciation tests are completed periodically on products for which specific claims are made about the breed or variety of animal used in production.

Vegetarian and vegan products are tested for the absence of animal DNA.

We expect those suppliers making any specific claims about their product(s) to validate them with appropriate evidence.

Genetic modification

We expect suppliers to ensure that no food sold to us will contain any genetically modified organisms.

Supplier audits

For food suppliers, it is a prerequisite that an audit be completed by one of our auditors to verify that a supplier meets our required standards.

Our audit team conducts routine reviews with suppliers, through both pre-arranged and unannounced audits. The length of any audit will depend on the size, scale and complexity of the business.

All reasonable efforts are made to ensure that audits cause minimal disruption to our suppliers' businesses.

For unannounced audits, we expect our auditors to have full and unrestricted access to the supplier's business within 15 minutes of arrival.

Audits are conducted with reference to specific criteria as detailed in the supplier audit scope, in accordance with BRC requirements, but will additionally include the following areas:

- Compliance with the supplier charter
- Threat analysis critical control points (TACCPs)
- Vulnerability analysis critical control points (VACCPs)
- Personnel
- Fire safety
- Sedex requirements
- UK stockholding (if agreed)
- Tested business continuity and disaster-recovery plans
- Foreign-object detection

Audits are rated green, amber or red. Suppliers are expected to achieve a green result. If an amber result is achieved, the supplier will be subject to a further unannounced audit. We reserve the right to terminate the contract with any supplier achieving a red result.

We expect suppliers to implement all actions identified on the audit to be completed within the specified timeframe.

Supplier insurance

Public and product liability insurance of at least £10 million must be held by all suppliers, at all times, and should be verifiable during an audit, on request.

Product rejection and recall

We expect suppliers to notify us immediately if they become aware of any defective products supplied to us. These are products which are unsafe, unfit for consumption or which fail to comply with the agreed specification (including packaging). We will use reasonable efforts to work with you, where possible, although we reserve the right to recall products on any quality or safety grounds, at our sole discretion. Please refer to the company's product recall policy on page 18.

Ordering

We operate a no-purchase-order-no-payment system – all goods must be ordered through the use of a purchase order.

Payment

All approved payments will be made in line with agreed payment terms.

Whistle blowing

We encourage our suppliers and their employees to report and disclose genuine and serious wrongdoing, so that we can deal internally, at an early stage, with any improper activities and investigate accordingly.

All whistle blowing should be reported to the following e-mail address: whistleblowing@jdwetherspoon.co.uk

Additional information

To provide suppliers with greater detail and technical guidance, you may refer to the additional policies which follow and form part of your supplier agreement with Wetherspoon.

J D Wetherspoon plc antibribery and corruption policy

J D Wetherspoon plc ('**Wetherspoon**') conducts all business in an honest and ethical manner and with a zero-tolerance approach to bribery and corruption. We are committed to acting professionally, fairly and with integrity, in all our business dealings and relationships.

This policy is based on the Bribery Act 2010 ('**the Act**') and applies to:

- any person or organisation with which Wetherspoon works, including actual or potential suppliers, agents, advisers and professional advisers, wherever located ('**Third Parties**').
- any person who works for Wetherspoon (whether on a fixed or temporary basis), including employees, directors, consultants, agency workers, volunteers, agents and contractors ('**Wetherspoon Employees**').

What is bribery?

A **bribe** is a financial or other incentive, inducement or reward for action which is illegal, unethical, a breach of trust or improper in any way.

Bribes can take the form of money, gifts, loans, fees, hospitality, services, discounts, the award of a contract or any other advantage or benefit. This includes offering, promising, giving, accepting or seeking a bribe.

Corruption is the misuse of entrusted power for personal gain. All forms of **bribery and corruption** are strictly prohibited. If you are unsure about whether a particular act constitutes bribery, please speak to your line manager or business contact at Wetherspoon.

It is not acceptable to:

- (a) give or offer any payment, gift, hospitality or other benefit in the expectation that a business advantage will be received in return or to reward any business received.
- (b) make or accept anything which you know, or suspect, is made with the expectation that it will provide a business advantage (whether for them or anyone else).
- (c) give or offer any payment (sometimes called a facilitation payment) to a government official in any country to facilitate or speed up a routine or necessary procedure.
- (d) threaten or retaliate against another person who has refused to offer or accept a bribe or who has raised concerns about possible bribery or corruption.

Gifts and hospitality from Third Parties

Wetherspoon operates a strict corporate hospitality policy. Wetherspoon Employees are not permitted to accept gifts or corporate hospitality of any kind – and we ask that Third Parties do not offer it. If unsolicited gifts are received by Wetherspoon, at Christmas for example, these are logged with the head of purchasing and raffled in aid of the company's nominated charity, CLIC Sargent.

It is unacceptable for any Wetherspoon Employee (or someone on his/her behalf) to:

- give, promise to give or offer a payment, gift or hospitality with the expectation that he/she or Wetherspoon will improperly be given a business advantage or as a reward for a business advantage already improperly given.
- give, promise to give or offer a payment, gift or hospitality to a government official, agent or representative to facilitate or expedite a routine procedure.
- accept payment from a Third Party, where it is known or suspected that it is offered or given with the expectation that the Third Party will improperly obtain a business advantage.
- accept a gift or hospitality from a Third Party, where it is known or suspected that it is offered or provided with an expectation that a business advantage will be improperly provided by Wetherspoon in return.
- threaten or retaliate against another Wetherspoon Employee who has refused to commit a bribery offence or who has raised concerns under this policy.
- engage in any activity which might lead to a breach of this policy.

What should you do if you receive a gift or are offered hospitality?

We ask that Wetherspoon Employees politely decline any gift or offer of hospitality and refer any Third Party to a copy of this policy. If a supplier sends an unsolicited gift, Wetherspoon Employees are directed to the Wetherspoon purchasing team, which registers all unsolicited gifts received.

Breach of this policy

All Wetherspoon Employees are responsible for the prevention, detection and reporting of bribery or other corruption and must avoid any activity which may lead to a breach of this policy.

Any Wetherspoon Employee who breaches this policy will face disciplinary action, which could result in dismissal for gross misconduct and may involve further criminal action. This policy does not form part of any employee's contract of employment and we may amend it at any time. It will be reviewed regularly.

Any Third Party which breaches this policy may have its supply agreement terminated with immediate effect.

How to raise a concern

If you are offered a bribe, or asked to make one, or if you suspect that any bribery, corruption or other breach of this policy has occurred or may occur, please notify Wetherspoon's whistle blowing e-mail address as soon as possible: whistleblowing@jdwetherspoon.co.uk

Training and communication

Training on this policy will be provided for Wetherspoon Employees – and our zero-tolerance approach to bribery and corruption will be communicated, where appropriate, to all Third Parties.

SOURCING POLICIES, PRACTICES AND GUIDELINES

Wetherspoon: sourcing policies, practices and guidelines

Wetherspoon has a responsibility to conduct its business responsibly and ethically – this extends to the sourcing of food products. We recognise animal welfare as a business issue and strive to ensure the highest possible animal welfare standards across the supply chain. We commit to looking continuously into ways of improving animal welfare, over time, and of providing transparency to customers about where the food we serve comes from.

We aim to ensure that food products are produced ethically, sustainably and in an environmentally friendly way and we complete regular, risk-based supplier audits to ensure this. Suppliers can expect an audit every six, 12 or 24 months, based on several factors, including sector, country of manufacture, volume, complaints and previous audit performance. Of our supplier audits, 25% are completed on an unannounced basis.

Our suppliers are expected to hold British Retail Consortium (BRC) certification or an alternative global GAP-accredited scheme – a globally recognised food safety standard, providing assurance that their processes and controls are stringent enough to ensure that the food which they supply is safe.

Our supply chain is extensive. Suppliers conform to those accredited assurance schemes relevant to their geographical location and products supplied. These assurance schemes also comply with EU legislation as a minimum and include, but are not limited to, Red Tractor, Bord Bia, RSPCA Assured and Genesis GAP.

Management responsibility

James Ullman, audit director and a member of the management board, has responsibility for ensuring that suppliers adhere to this farm animal welfare policy and comply with the company's supplier charter. Senior Wetherspoon managers, with responsibility for overseeing the company's catering, purchasing, quality-assurance and distribution personnel, have the mandate to ensure that high standards of animal welfare in the supply chain are adhered to.

Animal welfare is included in the company's monthly business process review meetings, chaired by the chief executive, with directors from the company's management board (representing the catering, purchasing, quality-assurance and distribution functions) also present.

All suppliers are invited to attend a supplier conference every 18 months. At the last conference, in May 2019, Wetherspoon's commitment to farm animal welfare and responsible retailing was reiterated, to raise awareness of the progress being made. Suppliers were also invited to share their good work in this area.

Over the next 12 months, Wetherspoon will commit to publishing policies on key animal welfare issues which are currently available to suppliers only as part of the Wetherspoon supplier charter.

Supplier audits

Suppliers are routinely audited by Wetherspoon's internal supply chain auditors. The time gap between one audit and the next depends on risk, with all suppliers being audited every six, 12 or 24 months. The audits concentrate on the safety of the products being supplied and the welfare of the animals and employees of the supplier. The auditors have completed BRC third-party auditor training and hold advanced food safety and health and safety qualifications.

We are committed to the continued professional development of our auditors. In the last year, training has been undertaken, through Bristol University, in animal and poultry welfare. The knowledge gained from these courses has allowed the auditors to assess confidently the standards at the production farms, with the result that one prospective supplier was not approved to supply.

Further training is arranged in social and ethical auditing, which will include Wetherspoon auditors shadowing Sedex Members Ethical Trade Audits (SMETA) during the next six months.

Responsible supplier principles

Our responsible supplier principles set out our expectations of all suppliers. This is to ensure that all workers involved in our supply chains are treated honestly, ethically and responsibly.

It is the right thing to do to ensure that workers are treated well, with fair pay and good working conditions. It also ensures that we are a responsible and fair retailer, which our customers expect of us. We also recognise that it is the only way to gain individuals' respect, long-term commitment and increased productivity – enabling us, in turn, to get the very best from our suppliers.

In sourcing products and services from many different countries and suppliers, it would be impossible for us to monitor all supply chains or every individual involved with our products and services. Therefore, we set these agreed standards and expect suppliers to conform within their own operations.

These minimum standards are intended to apply to all of our suppliers, across all countries and different jurisdictions from which all products and services are sourced. We expect our suppliers to be fully responsible for implanting these principles and to be accountable for any non-compliance.

These principles must be applied at all times and, while we will work with suppliers to assist with compliance, if required changes are not made, we will impose strict sanctions on any supplier which refuses to comply and may cease to trade with that supplier.

In compiling these principles, we have made extensive reference to the UN International Labour Convention codes of practice, the Ethical Trading Initiative Base Code, the Global Social Compliance Programme Reference Code and the Modern Slavery Act 2015.

SOURCING POLICIES, PRACTICES AND GUIDELINES

All of those working for our suppliers must, as a minimum, be treated with respect for their basic human rights. Each supplier must strive to ensure full compliance with all local and national laws and regulations.

Legal compliance

Suppliers must ensure full adherence to all relevant laws and regulations within their jurisdiction. Where there is a conflict between legal standards and these principles, the supplier must comply with whatever standard affords workers the highest level of protection.

Pay

Wages and benefits must be at least fully comparable with local industry benchmarks or national legal requirements, whichever is the higher. In the UK, Wetherspoon expects all suppliers to pay workers in accordance with National Minimum Wage legislation.

Wages must always be sufficient for basic needs, while still providing some discretionary income. Wages should be paid in full and on time, at agreed intervals.

Before entering into employment, workers should be informed about the payment process. Wages must be paid directly to workers in the form of cash or cheques or into workers' nominated bank accounts. Information relating to wages must be available to workers in an understandable form.

No deductions from wages, other than those required by national law, must be permitted without the express agreement of the worker concerned. Deduction from wages for disciplinary purposes must not be permitted.

Working hours

These should conform to industry benchmarks and local and national laws. Hours must not be excessive and include proper provision for sleep and resting time.

Workers must not be expected to work in excess of 48 hours per week – or less, where there is a lower national limit or an agreed industry benchmark.

Overtime should be voluntary, limited to no more than 12 hours per week and not requested regularly; it must be paid at a premium rate or in accordance with national legislation.

There should be proper provision for rest and sleep. Breaks, holiday allowance and rest periods must be in full accordance with national legislation. Individual workers should have, on average, at least one full day's rest per seven days – or the equivalent, if shift work is involved.

Working conditions

We expect suppliers to provide suitable and safe working environments for all workers which, at the very minimum, uphold local standards.

Every effort must be made to provide a safe and hygienic working environment. Adequate steps should be taken to prevent accidents and injury to health arising out of, associated with or occurring in, the course of work. Suppliers must have appropriate procedures to deal with serious injury. Suppliers must complete fully documented risk assessments of their sites and accommodation provided, with regular monitoring of risks posed to workers' health and safety.

Suppliers are expected to assign a senior management representative to be responsible for health and safety issues. Suppliers should set up procedures to consult employees to seek their contribution in assessing the site's health and safety and in developing health and safety standards.

No worker must be employed in potentially hazardous conditions, without having received adequate safety training and supervision. Health and safety training must be commensurate with the supplier's own health and safety responsibilities and must accord with the risk of hazard to which the worker is exposed.

Records of safety training must be available for inspection, on request. Individual workers must be able to demonstrate their understanding of the job and the ability to perform it to at least the minimum standard required by their employer.

Suppliers must provide, free of charge to their workers, essential items of climatically appropriate protective clothing and safety equipment.

Workers must be provided with access to potable drinking water, clean toilets and washing facilities.

Where provided, accommodation must be safe, clean and meet the basic needs of workers. Secure storage facilities should be provided. Suppliers should provide a range of mixed-gender, segregated and family accommodation, as appropriate, for the number of workers housed.

Where management provides dedicated transport for the movement of the workforce to, from or within the workplace, this must conform to the minimum standards set down in the appropriate national transport legislation. In the absence of such legislation, management must make every reasonable effort to minimise risk to workers while transporting them.

Food, beverages and domestic goods offered for sale to workers must be at price levels no higher than those prevailing nationally.

SOURCING POLICIES, PRACTICES AND GUIDELINES

Employment of children and young people

Suppliers must clearly document and communicate their policies with staff for prohibiting child labour in the workplace.

Our suppliers must not employ any worker who is younger than the applicable legal minimum age of employment.

In any event, our suppliers are absolutely prohibited from employing those under the age of 15 years (the minimum age is 16 in the United Kingdom).

Young people are distinguished as those aged 15–18 years. We expect our suppliers to give particular focus to the health, safety and educational needs of young people.

Young people must not be expected to work throughout the night or under potentially hazardous conditions.

If the supplier discovers that children are working for the supplier involved, the supplier will be expected to cease the practice and provide remediation for the children concerned, including support for the child to attend and remain in quality education until no longer a child. The supplier must also immediately notify Wetherspoon of any such occurrence.

Forced labour

All work must be conducted on a voluntary basis and free from the imposition of any penalties or sanctions. Wetherspoon absolutely does not agree to purchase any products or engage services from any supplier which subjects any workers to forced, bonded or involuntary labour. We will not tolerate slavery or human-trafficking by any of our suppliers and fully expect them to take active steps in ensuring the same.

Suppliers must allow their employees the right to leave, after giving reasonable notice. Workers must not be required to lodge deposits or ID papers, unless it is a legal requirement to do so. In all circumstances, these must be returned promptly, on cessation of employment.

Freedom of association and employee representation

Suppliers' employees must have the fullest practicable rights of freedom of association. We encourage suppliers to share information with their employees and to develop effective mechanisms for consultation.

Suppliers must recognise and respect the rights of workers to freely join associations (such as workers' councils, trade unions and workers' associations) which can collectively represent their interests. Employers must not interfere with, or attempt to dominate or control, such bodies or discriminate against those workers choosing to belong to them.

Suppliers should respect the rights of such workers' associations to represent their members and to bargain collectively as defined and interpreted by the International Labour Operations (ILO) and national legal framework.

Suppliers must share with their employees any information which will affect working conditions and develop effective mechanisms for consultation.

Where the right to freedom of association and collective bargaining is not permissible under national law, suppliers should facilitate the development of parallel means of independent and free association and bargaining.

Treatment of workers

Physical abuse or the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation is absolutely prohibited.

Disciplinary and grievance procedures must be clearly documented and communicated to all employees. All disciplinary measures must be recorded.

Equality of treatment

Provided that all workers show sufficient ability and capability, our suppliers must provide them with equal access to jobs.

There must be no discrimination in hiring, compensation, access to training, promotion, termination or retirement, based on (but not limited to) gender, age, disability, national origin, race, marital status, sexual orientation, political opinion, union (or non-union) membership, religion or caste. Workers must not be expected to perform duties incompatible with their physical or mental abilities.

Environment

Suppliers must use best endeavours to ensure the following:

- Raw materials are obtained from sustainable sources.
- Waste and pollutants are disposed of in an efficient, safe and environmentally responsible manner.
- Energy usage is minimised.
- International, national and sector codes of practice concerning the use of chemical products, including pesticides, are adhered to.

Suppliers must seek to make continuous improvements in their environmental performance and, as a minimum, comply with the requirements of local and international laws and regulations.

Suppliers must make practical efforts to minimise the use of energy, water and raw materials: where possible, these resources must be renewable.

SOURCING POLICIES, PRACTICES AND GUIDELINES

Suppliers must avoid contamination of the local environment and ensure that air, noise and odour pollution is within nationally defined limits.

Suppliers must minimise chemical use and abide by international, national and sector-specific codes of practice for the use of pesticides and chemicals.

Animal welfare

Wetherspoon believes that it has a responsibility to conduct its business responsibly and ethically; this extends to the sourcing of food products. Our food-sourcing policy refers to all of our products and ingredients containing meat, seafood, dairy and/or egg products.

Five freedoms

We are committed to the 'five freedoms' as defined by the Farm Animal Welfare Committee (2009). These form the basis of internationally recognised animal welfare practice:

- Freedom from hunger and thirst, by ready access to water and a diet to maintain health and vigour.
- Freedom from discomfort, by providing an appropriate environment.
- Freedom from pain, injury and disease, by prevention or rapid diagnosis and treatment.
- Freedom to express normal behaviour, by providing sufficient space, proper facilities and appropriate company of the animal's own kind.
- Freedom from fear and distress, by ensuring conditions and treatment which avoid mental suffering.

Close confinement of animals

The routine use, by suppliers, of close-confinement systems in the rearing of farm animals is, where possible, avoided in the supply chain. This includes no cages for laying hens or broiler chickens and no tethering of dairy or beef cattle.

The exception is with pigs, where farrowing crates are used under certain circumstances (and for a maximum of four weeks) to protect the sow in the later stages of pregnancy and then the piglets while weaning. All of the pork used by Wetherspoon is sourced from within the EU, where sow stalls are banned.

Growth-promoting substances

The use of growth promoters is strictly prohibited across all of our livestock supply chains. This is defined explicitly in the Wetherspoon supplier charter.

Use of antibiotics

Wetherspoon does not support the preventative mass medication of animals by the use of antibiotics (prophylactic) within its supply chain.

Our view is that antibiotics should be used only when there has been a specific clinical diagnosis. We are working with our suppliers and producers to achieve this sensibly, while not affecting animals' welfare, phasing out the use of 'critically important antibiotics', as defined by the World Health Organization (WHO), with the highest priority given to the list of antimicrobials below. This was presented to all suppliers at the October 2017 supplier conference.

WHO Critically Important Antimicrobials for Human Medicine
Highest Priority
Cephalosporins (3rd, 4th and 5th generations)
Glycopeptides
Macrolides and ketolides
Polymyxins
Quinolones

Over the next year, a formal antibiotic reduction strategy will be developed using the Compassion in World Farming (CIWF) Antibiotic Stewardship Programme as a blueprint.

Mutilation

There is no routine mutilation of farm animals used to supply products to Wetherspoon.

There are instances of tail-docking and teeth-clipping in pigs and tail-docking of lambs, when their welfare is deemed to be at risk by not doing so. We are improving our knowledge, with the animal welfare officer training, of these processes to try to further reduce such instances, if possible.

Transport

We aim to keep transport times to a minimum, to prevent undue stress to animals. Eight hours is the maximum, although, in reality, most journeys are considerably shorter. The hauliers being used are those which comply with the assurance schemes relevant to the animals being carried.

Stunning

All livestock providing meat is stunned, before slaughter, to ensure that the animals are insensitive to pain before slaughter. All farmed seafood is stunned before processing.

SOURCING POLICIES, PRACTICES AND GUIDELINES

Policies relating to animals

We expect all suppliers of meat to comply with the following.

Lamb

Wetherspoon sources lamb from New Zealand and the UK, the volume sourced from each country varying over the course of a year, depending on market value. New Zealand lamb is produced under the Alliance Group Farm Assurance Programme – designed to ensure that suppliers consistently meet high food and animal welfare standards in their farming practices. British lamb comes from farms operating under the Red Tractor Farm Assurance scheme or Farm Assured Welsh Livestock Scheme.

All lamb is outdoor reared, free range and (where possible) pasture fed. None of our lamb products is reared using confinement systems for livestock. All of the lamb we use is free from genetic modification.

None of the animals is transported for more than eight hours, with average transport times significantly lower. All of the animals are inspected, by trained stockmen, for signs of illness or distress before and after transportation – and before slaughter. Where animals are transported by a third party, the third party is trained in animal welfare and will be an approved member of assurance schemes.

All of our lambs are electronically stunned, rendering them insensible to pain, before slaughter.

The assurance schemes in New Zealand and the UK place an emphasis on environmental protection and contamination control.

Pork

The pigs used to supply pork products are sourced from within the EU from producers which conform to the appropriate national standards, based on Council Directive 2008/120. Many of the national standards exceed the minimum requirements.

Current stocking densities will not exceed 30 sows per hectare.

Live transport times for pigs used to provide pork do not exceed eight hours, with average transport times, in most cases, significantly lower. We are working closely with pork suppliers to determine the percentage of animals transported over different lengths of time. In a small number of cases, the purchase on the open market makes the benchmarking of this difficult. The current position and reduction targets for tail-docking and teeth-clipping are also included in this data-gathering exercise which will be drawn together over the next year.

All of the pigs used to provide pork products are either gassed or electronically stunned, rendering them insensible to pain, before slaughter.

Beef

The beef used by Wetherspoon is sourced from farms in the UK and Ireland, operating under the Red Tractor and Bord Bia quality-assurance schemes which promote best farming practice.

Farmers must provide adequate shelter for animals from rain or sun, particularly at vulnerable times, such as calving.

The majority of the animals' diet must comprise grazed grass and grass-based winter forages.

None of the animals is transported for more than eight hours, with the vast majority of live transport times being under five.

All beef cattle are stunned using captive bolt, rendering them insensible to pain, before slaughter.

Chicken

The chicken meat used in our supply chain is from broiler chickens reared cage free. It is sourced from countries including the UK, Brazil, Thailand and those in Europe.

British chicken is Red Tractor Farm Assured. All other chicken is assured under other schemes, for example the Genesis Gap Standard (Thailand).

Stocking densities vary by supplier (ranging from 28kg to 45kg per square metre). Over the coming months, we aim to work with suppliers to better understand the percentage of birds held within the stocking density ranges detailed above. Our objective is for suppliers to reduce stocking densities, by the end of 2020, to below 33kg per square metre.

Live transport times never exceed eight hours. In many cases, transport times will be significantly lower, owing to the integrated nature of the farm and factory processes.

Only sick animals or flocks containing sick animals are treated with antibiotics. Healthy chickens are not routinely treated. The use of antibiotics is controlled and monitored at all times by veterinarians.

Regular testing occurs to ensure that the required antibiotic withdrawal periods are adhered to and that no trace of antibiotics occurs. Critically important antibiotics, as defined by the WHO, are not used within the supply chain as a matter of routine, although animal welfare may render these necessary, at certain times.

All birds are stunned before slaughter, by means of either electrical water bath or CO₂ gassing. Both methods render the animals insensible to pain.

SOURCING POLICIES, PRACTICES AND GUIDELINES

Policies relating to other products

We expect our suppliers of these products to comply with the following requirements.

Whole or shell eggs

The laying hens which supply our whole or shell eggs are reared in free-range systems and are cage free, with 100% of our shell eggs being from a UK RSPCA-assured source.

Presently, approximately one-third of suppliers using egg as an included ingredient in supplied products are not using free-range eggs; our intention is that, when products are changed or contracts renewed, only free-range eggs will be used.

Milk

The fresh milk used by Wetherspoon is sourced in the UK from cows reared under the Red Tractor Farm Assurance Dairy Scheme. This scheme sets standards for animal welfare and the use of antibiotics. Both the prophylactic use of antibiotics and growth promoters are not allowed. The use of antibiotics is monitored and recorded. All treatments are authorised by farmers' veterinarians. The milk produced is routinely tested for residual antibiotics.

Palm oil

The palm oil used for cooking purposes is Roundtable on Sustainable Palm Oil (RSPO) certified. In addition, all of the palm oil included in supplied products is also RSPO certified.

Fish

All of the cod and haddock supplied to Wetherspoon are sourced from Marine Stewardship Council (MSC) fishing grounds in the North Atlantic, rated as either two or three by the Marine Conservation Society (MCS). Over the last six months, J D Wetherspoon has achieved MSC Chain of Custody certification, meaning that, from September 2018, the cod and haddock sold on our menus have been advertised using the MSC eco-label.

Scampi is sourced from fishing grounds around the UK and Ireland, the weighted average MCS score for these fishing grounds being 2.98.

Tuna is dolphin friendly, caught via purse seining and fish aggregating device (FAD) free.

The smoked salmon currently on our menu is Aquaculture Stewardship Council (ASC) certified, farmed in Norway and processed in England. There is very minimal use of antibiotics in the production of the salmon (only under close veterinary supervision). Stocking densities are currently 25kg per cubic metre. All of the fish are electrically stunned, before the gills are manually cut.

Prawns are farmed in China and are Best Aquaculture Practices (BAP) certified.

Information

We will provide our customers with clear, easy-to-understand nutritional information, available at the point of sale or on the menu, in addition to being on our website and app. This information will include kcal units (Calories), sugar, salt and fat as a minimum.

We will provide our customers with clear, easy-to-understand allergen information and details of all ingredients in our food, available at the point of sale, in addition to being on our website.

We will continue to evolve and promote the 'Your Choice' menus to include a 'low-calorie/lighter meals' option.

We will utilise technology and digital media to encourage customers to access nutritional information through smartphones and similar devices and to search for menu items based on Calorie levels and/or allergens.

Where appropriate, we will present information to encourage customers to change behaviours (product-positioning, eg zero-calorie drinks first).

We will provide effective training to staff to enable them to signpost nutritional information to customers.

The menu and food development

EIBIC – our overall strategy is for 'Every Item to be Best in Class'.

We are committed to a target of reducing total sugar by 20% by 2022 (measured from a January 2015 baseline). This links with the Public Health England '20% by 2020' sugar target. These reductions will be achieved through a combination of reducing portion sizes and adapting recipes.

We are committed to not offering, within the same timeframe, any dessert or individual product which contains more than 50% of the total daily recommended intake of sugar.

We will reduce the average kcal levels within all menu categories by 20%, through a combination of reducing portion sizes and adapting recipes.

SOURCING POLICIES, PRACTICES AND GUIDELINES

We are committed to removing artificial flavours/colours from our food and are working to remove as many of the 14 major allergens as possible.

We are working to simplify the ingredients which make up our menu products, so that they are more easily recognisable to customers.

We will try to simplify and shorten the supply chain from farm or ingredient to fork and ensure full traceability.

New or reformulated products

We are committed to having a lighter alternative available on our menus for all meal occasions throughout the day, including desserts and snacking.

We will ensure that fruit, vegetables and salads are available on all of our menus.

We will offer and highlight the availability of smaller portions of main menu items – suitable for children or those wanting a smaller/lighter meal.

Responsible promotion

We commit to highlighting a balance of menu options (including low-calorie options) within our promotions, including clubs and other offers.

We will not advertise to children (across any channel) foods which are high in fat, salt or sugar, as defined by the Ofcom Nutrient Profiling Model.

We will adhere to the BCAP, Ofcom and CAP codes for advertising to children.

We will avoid promotional activity encouraging customers to order additional items and consume more than they would have originally intended, eg “Would you like chips with that?”

We will avoid promotional activities forcing customers to order more than one course, by offering the price for two or three courses only. A one-course meal with an additional charge to add a dessert would be acceptable.

We will not participate in promotions encouraging or rewarding food overconsumption, eg a reward for finishing the meal; man v food promotions.

We will avoid promotional activities encouraging customers to purchase multiple food offers by offering sizable discounts to do so.

We will not offer, for a fixed price, the unlimited consumption of fizzy drinks or any other drink which falls under the soft drinks industry levy (SDIL).

Children

We are committed to providing children's menus offering credible healthier choices, with controlled levels of salt, added sugar, saturated fat and total fat.

We will review the level of calories, salt and sugar in all food and drinks specifically marketed at children. By 2022, no main meal or dessert is to exceed 50% of the recommended daily intake for children of calories, salt and/or sugar.

We will continue to support the ‘five-a-day’ message for fruit and vegetables. All children's meals will be served with a portion of vegetables or a side salad – and a portion of fruit.

We will commit to promoting healthier choices, wherever possible, and highlighting healthier swaps on menus.

We will not market, to children, fizzy drinks or any other drink which falls under the SDIL.

Sourcing and supply chain

We will provide provenance details of all main food ingredients.

We will source responsibly – when choosing suppliers and products, we will take account of transportation (often referred to as food miles), higher welfare, sustainability and ethical sourcing standards (including Red Tractor, Free Range, RSPCA Assured, Fair Trade, Rainforest Alliance and Marine Stewardship Council).

We will have a direct relationship with all our suppliers of unique or Wetherspoon-specific items, auditing them all regularly.

We expect our suppliers to employ high standards of animal welfare. This is detailed in our animal welfare policy and in our responsible sourcing principles.

We are committed to reducing the use of antibiotics and ensuring that they are not used on a prophylactic basis.

Distribution

This policy applies to suppliers which deliver products directly to our pubs, whether using their own vehicles or those of a third party.

Where Carlsberg is used as a third-party distributor, the supplier must also conform to Carlsberg's supplier charter (a copy of which may be obtained via Carlsberg: 0845 782 0820).

Ordering process

Orders are placed directly from pubs. Orders may also be placed by Wetherspoon's head office. Alternative ordering methods may be used, if agreed on by Wetherspoon and the supplier.

Delivery and inspection

Suppliers must ensure that all delivery operatives fully adhere to all applicable health and safety legislation, as well as any pub-specific requirements, including pub risk assessments and SOPs. Where third-party carriers or agency staff drivers are used, it is the supplier's sole responsibility to ensure that deliveries are carried out safely in accordance with this policy.

All goods delivered must be supported by an accurate delivery note which clearly shows the description and quantity delivered, the delivery note number and an order number, where applicable. The quantities recorded on the delivery note must accurately reflect the goods delivered. Should there be any discrepancy, the supplier must amend the delivery note to reflect the actual delivered quantities, before it can be signed by the receiver. Any issued invoices must reflect adjusted delivery note paperwork.

Suppliers must conform with agreed delivery time slots. Because of delivery restrictions at some pubs, Wetherspoon may not be able to accept deliveries outside of the agreed delivery time slots. The supplier shall be informed of any specific restrictions, such as vehicle size. The supplier must adhere to any such restrictions.

Goods shall be deemed by Wetherspoon as delivered only if they are checked and signed for by a pub management team member.

The supplier must ensure that wooden pallets, where used, are collected from the pub no more than one week following delivery.

Beer suppliers

Where suppliers make beer deliveries, the supplier must also ensure that all empty kegs and barrels are collected from the pub at the same time.

Suppliers of products delivered less than weekly shall ensure that empties are collected once a collection is requested by the pub management team.

Beer suppliers must deliver all products (kegs, barrels and bottles) to pubs' designated storage areas. Generally, this will be the cellar or bottle store area.

The following delivery temperature requirements apply for all chilled or frozen food deliveries:

Chilled goods: **1–5°C**

Frozen goods: **-18°C or below**

National distribution centre (NDC) delivery requirements

Wetherspoon's NDC location and contact details

DHL is authorised to manage stock and supplier performance on behalf of Wetherspoon.

Department	Phone number
Switchboard	01327 306200
Goods inwards	01327 306208
JDW provisions FLM	01327 306205
JDW provisions/bookings	01327 306250
JDW provisions/bookings	01327 306240
Inventory manager	01327 306227
Stock FLM	01327 306256
Duty shift manager	07747 461279

J D Wetherspoon
National Distribution Centre
Nasmyth Road, Heartlands Business Park, Daventry
NN11 8NF

Supplier contact details

To ensure smooth communication, all suppliers are required to ensure that contact details held at the NDC are up to date at all times.

For just-in-time (JIT) suppliers only, out-of-hours contact details are required for DHL to discuss details of deliveries en route to the NDC or of specific product-related issues.

Details must be sent by e-mail to the stock manager and recorded on the Acoura Assist web-based system. Out-of-hours contact details may also be requested from stocked suppliers during seasonal periods or special promotional events.

Order placement

Wetherspoon will place purchase orders with suppliers by e-mail. The purchase order will include the products and their Wetherspoon product codes, together with quantities and delivery date.

DISTRIBUTION

On the purchase order (PO) document, there will be a PO number which must be quoted on all supplier delivery documentation and when booking in the delivery with the NDC. The NDC operates on timed delivery windows. This schedule approach provides a smooth flow into the NDC, benefiting all parties. It is, therefore, essential that suppliers keep to delivery times.

Orders will be placed in line with the agreed lead time and subject to agreed product minimum order quantities.

For stocked suppliers:

Orders will be placed Monday–Friday, inclusive, for delivery on the agreed date. Deliveries are seven days per week, including bank holidays.

For just-in-time (JIT) suppliers:

The deadline for order placement is 1830 on the day before delivery. JIT suppliers are required to indicate any limitations against this target order window. Orders will be placed Monday–Sunday, inclusive, for delivery between 0300 and 1200 the following day.

Booking-in procedure

All suppliers are required to book deliveries. This is achieved by telephoning the NDC and notifying the provisions team about which PO is being booked in and details of the delivery, eg number of pallets.

When booking in the delivery, any shortages or exceptions to the PO must be notified at this stage. PO number(s) must be quoted in all correspondence with the NDC. Provisions are open to take bookings during 0800–1600 Monday–Friday.

For stocked suppliers:

Delivery timeslots are available Monday–Sunday, closed during 0500–0600 and 1700–1800. Booking-in is required at least 48 hours in advance of the required delivery time. Delivery time slots are allocated on a first-come, first-served basis and are available on the hour only. If a specific timeslot is required, an early booking is recommended.

For just-in-time (JIT) suppliers:

Delivery timeslots are available 24 hours a day. Any top-up or replacement product must be delivered by 1500 at the latest on the same day. In the event that this stock is not recovered, the supplier must deliver directly to the pub.

Predelivery

When the delivery is booked in, a unique booking reference will be issued which the delivery driver must quote on arrival at the NDC. This enables security to clear the vehicle for site entry.

For fixed-booking deliveries (JIT suppliers), the unique booking reference will be issued when the required confirmation (ETA) call is made on the day of delivery.

Delivery vehicles will not be permitted on site until 15 minutes before the allocated booking time to be unloaded, unless by specific agreement with goods inwards.

Suppliers arriving more than 15 minutes before their booking slot will be turned away and asked to come back at their allotted time. Any delivery which arrives 30+ minutes after the delivery time will be turned away at the gatehouse and requested to book again.

If the supplier calls to inform of a delay, an estimated time slot will be given. If the supplier does not inform the NDC of any delay, the driver will be requested to book again.

Vehicles are not allowed to wait on the industrial estate for their booking slot. It is important that suppliers work to achieve minimum noise at the NDC.

Any vehicle arriving with a minor accompanying the driver will be rejected.

Bank holiday/seasonal working

The site provides a dedicated service throughout the year. Therefore, suppliers are required to provide deliveries across the week, including all bank holidays, as required.

Delivery documentation

All deliveries must be accompanied by a delivery note. This must clearly state:

- PO number
- Supplier delivery note number
- Delivery date
- Product code, product description and quantity
- Any other specific product-related detail, eg batch number, production date, shelf life, expiry date etc

Product presentation

- All palletised deliveries must be made on GKN CHEP 1.2m X 1m four-way entry pallets in good condition, with no exposed nails.
- Maximum pallet height 1.68m, including the pallet.
- No EURO pallets (1.0 X 0.8M) will be accepted. Cost for restowage may otherwise apply.
- DHL is on a one-way trip account with CHEP. Pallets will NOT be exchanged. Suppliers should declare pallets to the account of 100333863; they will automatically be depleted from their account.
- Products must be packaged in a manner which fully supports and protects the product.
- Cases must be stacked on pallets in a consistent Ti Hi configuration, with case pack quantity as specified by the PCD and Acoura Assist. By prior agreement, any changes in packaging or pallet configurations must be recorded on Acoura Assist before the change takes place. This product data affects the way the NDC warehouse management system handles the product in the NDC – it therefore has a cost impact, if incorrect.
- Stacking must be stable and avoid pallet overhang.
- All pallets must be with clear shrink wrap.
- Products with different expiry dates must be presented on separate pallets – ensuring only one product expiry date per pallet.

Food deliveries

- All 'mixed' product pallets must be stacked in layers, with segregation between each layer.
- Case labels must be facing outwards and be visible.
- All products must have a bar code.
- All cases must be labelled with:
 - product code (both supplier and Wetherspoon, where possible).
 - description.
 - pack size.
 - expiry date.
 - storage temperature, eg 'store at or below -18°C'.
 - specific special handling instructions.

Any products which fail to meet the agreed specification, are mouldy or damaged will be rejected by the pallet, ie if there is one affected case, the pallet will be rejected.

NDC technical delivery requirements

Temperature

The following temperature requirements apply for all chilled or frozen food deliveries into the NDC:

Chilled goods: **1–5°C**

Frozen goods: **-18°C or below**

Temperature validation will be achieved by the following methods:

- Request for provision of temperature-monitoring printout data from vehicles or storage facility.
- Non-destructive temperature testing on receipt at the NDC.
- Destructive testing; this will be driven primarily by further investigation of a specific failure or by 'repeat' temperature issues with a specific supplier or product.

Frozen or chilled goods which fail to meet NDC temperature requirements will be rejected. Previously rejected stock will not be accepted on redelivery, without the written authority of Wetherspoon's quality assurance team.

Rejected deliveries will be recorded as delivery failures and may be liable to cost recovery.

Vehicle requirements

Vehicles/trailers used for transporting food products must be suitable for the purpose, maintained in good repair, in a hygienic condition and must not contain materials which compromise the safety or quality of the goods.

Vehicles/trailers must be of a specification suitable for delivery to dock levellers at 1.2m height.

Vehicles/trailers must be able to accommodate NDC unloading trucks of a maximum of 2 tonnes (laden weight assuming 1 x 1000kg pallets), ie the vehicle/trailer floor material and construction need to be able to support the trucks while

unloading products. Hand pallet trucks, sit-on pallet trucks or container specification counterbalance trucks may be used.

Any handballing costs because of deliveries arriving on an incompatible vehicle/pallet may be liable to cost recovery.

Product specifications

All incoming food materials must conform to the product specification agreed between Wetherspoon and the supplier.

Goods-in procedure – inbound deliveries

On arrival at the NDC, the gatehouse will check the booking reference against the delivery schedule for that day. If the delivery is not booked in, it may be rejected or (as a minimum) the driver will have to wait for the next available delivery slot.

If the delivery is booked in and has arrived on schedule, the gatehouse will direct the driver to a specific unloading bay number or holding area. In either case, once parked, the driver is required to report to the goods-in office and hand in the delivery notes. The driver will then be issued a pager, while parked up; once the bay is available, the driver will be paged and asked to move to the bay. Once the vehicle is backed on to a bay, the keys must be handed to the goods-in office before unloading commences. There will not be any unloading, unless the keys are handed in. This will enable the goods inwards operatives to prepare to receive the delivery. The driver is required to wait at the goods-in window, until goods inwards advises the driver that unloading will commence.

Delivery drivers must wear a high-visibility vest and safety boots for the duration of the delivery. Goods will be unloaded from the vehicle, with observation from the driver, where applicable. To avoid accidents, all delivery drivers must comply with the goods inwards operative's instructions, in terms of where to stand while unloading takes place. This also applies to use of the driver welfare facilities which are provided at the discretion of the NDC duty shift manager.

Once the goods have been unloaded, products and quantities are checked against the delivery documentation using the NDC goods receipt note (GRN). The products will be examined for signs of visual damage, mould or pests at outer case level. In the instance of full pallet deliveries, only the outer layers of cases can be examined. If damages are found within pallets at a later point, this will be reported to the supplier for rectification/replacement, at the supplier's cost.

Where the quantity delivered is greater than that on the purchase order, but is as stated on the supplier delivery note, the excess product will be rejected.

All date codes are checked and recorded. If shelf life or validated product temperature does not meet the agreed parameters, the stock will be rejected.

Wetherspoon/DHL reserves the right to change, move or cancel a confirmed booking, without incurring any additional costs. This would happen only in the event of exceptional circumstances.

Rejected deliveries will be recorded as delivery failures.

Once the delivery is complete, the driver will be contacted again via the pager system, asking him/her to return to the office, where the pager will be handed back and keys collected.

For returns to the supplier and delivery rejections, please see the section on page 18: Product recall policy.

Product non-conformance

Any rejection is considered a serious breach of this agreement. It must be followed by a full investigation by the supplier, identifying the causes, rectification proposal and long-term preventative actions. Suppliers will also be liable to cost recovery.

Supplier performance-monitoring

Wetherspoon NDC goods inwards staff will monitor each supplier delivery based on:

- supplier conformity to the booking-in procedure
- order fulfilment of 99.5% (versus order delivered in full, by required date)
- arrival within 15 minutes before or 30 minutes after the booked delivery time
- delivery documentation conformity
- product presentation:
 - case quantity and Ti Hi configuration (pallet quantity and height)
 - CHEP pallet conformity, correct type and required pallet quality
 - stacking and shrink-wrapping quality, ie is product secure and undamaged
 - segregation of layers on mixed pallets
 - case-labelling conformity
 - temperature compliance
 - date code compliance (expiry date)
 - order accuracy (mispicks/shorts/overs)
 - cleanliness of vehicles and stock
 - returns process conformity
 - damages
 - specification compliance

Wetherspoon/DHL will work with suppliers to ensure that they are successful in achieving the required level of overall delivery conformity. Where required, this may involve DHL's supply chain meeting with suppliers at the NDC to discuss details of any issues and agree on action plans for rectification.

Achievement of these KPIs (subject to any specific exceptions which may be agreed on between Wetherspoon buyers and suppliers) is a condition of supplying Wetherspoon. Wetherspoon/DHL will support all suppliers, as far as is reasonably practical, to achieve conformity.

Service level/stock availability

On supplier request, Wetherspoon will endeavour to provide volume forecasts for peak periods, based on demand history. Taking this into account, it is the supplier's obligation to ensure that stock levels are sufficient to achieve the order fulfilment KPI. Wetherspoon/DHL are not obliged to order any excess production of stock.

Invoicing requirements

A payment run is performed daily at Watford; this is processed via a three-day BACS transaction. All authorised invoices on the system reaching the agreed payment terms will be paid by BACS.

Payment to individual suppliers is reliant on the invoice matching the goods received note (GRN), a copy of which all suppliers will be sent on completion. Any discrepancy will place the total invoice on hold.

All invoice queries must be sent to:

Accounts Payable
J D Wetherspoon plc
PO Box 616
Watford
WD24 4QU
accountspayable@jdwetherspoon.co.uk

Wetherspoon will accept paper invoices from new trading partners for a maximum period of three months. During this period, the supplier will be required to implement an electronic solution. All other invoices should be submitted via the Wetherspoon electronic process, as defined in the JDW EDI Partner Guide. For any queries on electronic trading, please contact accounts payable.

Once an electronic payment process has been implemented, no further paper documentation is to be submitted.

EDI files which fail to translate successfully or do not match to correct DHL supply chain PO number/GRN may be rejected and the supplier notified of the reason for return.

Wetherspoon accepts EDI credit notes for quantity/price variance discrepancies and returns. EDI credit notes must refer to the original purchase order number.

Any disputes are to be resolved in the first instance with DHL, before notifying the accounts payable team at Wetherspoon.

Food-product-labelling policy

Aims and objectives

Product-labelling must comply with the appropriate legal requirements and contain information to enable the safe handling, display, storage and preparation of the product. The management controls of product-labelling activities will ensure that products will be correctly labelled and coded.

Requirements

- There must be clear, accurate and consistent labelling information on all outer cases and food contact packaging.
- There must be a process to verify that ingredient and allergen labelling is correct, based on the product recipe and ingredient specification.
- There must be an effective process in place to ensure that labelling information is reviewed whenever changes occur to the product recipe, raw materials, supplier or country of origin of raw materials or when there are legislative changes.
- Where a claim is made about a product to satisfy a consumer group, the product formulation and production process must be fully validated to meet the stated claim.
- The choice of print format must provide clear and indelible printing, taking into consideration the handling and storage of the product in the supply chain.
- There must be a process to ensure that only the correctly printed labels and packaging are available at the packaging machines.
- Production lines must be checked before production starts and following any changes of product to ensure that lines have been suitably cleared of products and packaging from previous production runs.
- Products must be packed into the correct packaging and correctly labelled.

Minimum requirements – outer case

- Name/description of the product
- Batch code
- Durability date
- Storage conditions
- Name and address of supplier
- Health mark (where applicable)

Minimum requirements – inner food contact packaging

- Name/description of the product
- Batch code
- Durability date
- Health mark (where applicable)

Product recall policy

Aims and objectives

A plan and system must be in place to manage incidents effectively and enable the withdrawal and recall of products, should this be required.

Requirements

- If products, which have been released from the production site have been affected by an incident which compromises the safety, quality or legality of that product, Wetherspoon must be notified at the first opportunity.
- The exact reason for the withdrawal or recall must be given over the phone and confirmed by e-mail. Adequate information must be provided in order to identify the affected product or a complete withdrawal will be made.
- All uplift and recovery costs will be the responsibility of the supplier.
- Immediate steps must be taken to replace the affected stock.
- Suppliers must have a documented withdrawal and recall procedure which must contain up-to-date contact details. This must be tested annually.
- Wetherspoon has a documented withdrawal and recall procedure for managing the process in the pub estate, in order to ensure the safety of staff and customers and to minimise the impact on the business.

Traceability policy

Aims and objectives

Suppliers must be able to trace all raw material product lots (including packaging) from their suppliers through all stages of processing and dispatch to Wetherspoon and vice versa.

Requirements

- There must be adequate identification of all raw materials, packaging, processing aids, semi-processed products and part-used materials, as well as finished products, to ensure traceability.
- The traceability system must be tested to determine its effectiveness from raw material, including primary packaging, to finished product and vice versa.
- A quantity check/mass balance must be included.
- Full traceability must be achievable within four hours.
- Suppliers must ensure that their suppliers also have effective traceability systems.
- Where rework or any reworking operation is performed, traceability must be maintained.

Supply chain audit policy

Aims and objectives

Food supplier audits will be undertaken according to a schedule determined by a number of risk factors, including product category, location, BRC/GFSI rating, complaint history and contract volume. Audits may be undertaken at short notice and on an unannounced basis.

Supplier audits will assess compliance with:

- HACCP
- food safety and quality management
 - o documentation
 - o supplier and raw materials
 - o traceability and product recall
- site standards
 - o staff facilities
 - o hygiene and housekeeping
 - o pest control
 - o physical and chemical contamination
- product control
- process control
- personnel

Requirements

- All Wetherspoon food suppliers must be certified to a global food safety initiative (GFSI) standard – and their quality management system (QMS) must reflect this.
- The scope of certification must include the products being purchased by Wetherspoon.

Foreign object detection policy

Aims and objectives

The risk of product contamination shall be reduced or eliminated by the effective use of equipment to remove or detect foreign bodies. Foreign body removal must always be considered secondary to preventing contamination in the first place. This policy applies to all suppliers currently supplying food products and ingredients to Wetherspoon.

Requirements

- It is the responsibility of suppliers to ensure that all foreign body risks are identified, managed and controlled in such a way that the safety and legality of the products supplied to Wetherspoon are maintained.
- In the event that a foreign body contamination has knowingly occurred, it is the responsibility of the supplier to inform Wetherspoon immediately – corrective and remedial action must be taken.
- The foreign object detection methods in place, within the production facility, must be coherent with the product being produced.
- All products should be passed through a foreign object detection device. In general, this will be a metal detector or X-ray, with consideration given to other devices, where appropriate.
- All detection methods should be located in such a way that they are as close as possible to the final packing point.
- All devices should be calibrated on a predetermined schedule (at least yearly) by the equipment manufacturer or fully trained contractors. The calibration should be to the tightest sensitivity, without increasing the number of false positives.
- The foreign object detector should be in full working order at the start of the production run.
- The detection machinery should be checked at the beginning and end of run, as well as a minimum of hourly. All checks should be documented appropriately as detailed in the relevant detection system.
- The detection machinery shall incorporate an automatic rejection device, belt stop or other such method – to allow effective segregation of the affected product.