

ISSUE 4
Global Standard Storage
and Distribution
Frequently Asked Questions

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Is the Global Standard Storage and Distribution appropriate for a company that leases the warehouse from a food company?

The Global Standard Storage and Distribution is suitable for the company providing the requirements on page 11 of the Standard are met:

“Where the storage facilities are owned, leased or subcontracted from a third party the company must demonstrate that it directly manages and controls aspects of the Standard which are being assessed such as the following:

- a. the staff and quality systems are directly managed by the certificated company
- b. the company is able to control the condition of the buildings (e.g. ensure upkeep of the fabric)
- c. 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).”

Essentially, the intent is to certify the site activities, and ensure that all aspects that will impact product safety, quality and legality are under the control of the organisation being certificated. These may be directly controlled by the organisation seeking certification, or through contractual arrangements. Where contractual arrangements are in place, it is the responsibility of the site seeking certification to ensure and demonstrate the efficacy of the controls.

Three examples:

1. A facility contracts out pest control services to an external service provider. The site must retain responsibility for:
 - a. the contract, which must identify all required controls to meet the requirements of the Standard and the site.
 - b. The application, verification and outcomes of the controls.
 - c. That all relevant requirements in the Standard are met.
2. A facility contracts physical space from another organisation:
 - a. The physical conditions, upkeep and management of the physical operation may be managed by either party, or a third party, as long as clear identification of responsibility for upkeep, and expected conditions are documented.
 - b. The organization seeking certification is responsible to ensure proper conditions re maintained, through inspection and verification.
3. An organisation uses a contract staffing agency for all staff working in the warehouse:
 - a. The organisation must ensure all personnel requirements, including hiring, training and provision of oversight is effectively managed. It may be either the certificated site, the staffing agency or an external party that completes the task, but it is the responsibility of the certificated site to verify efficacy.

A site imports cans, glass jars and plastic tubes and then re-packs sealed cans, glass jars and plastic tubes into smaller shipping containers. No product is exposed during the process. Is the Global Standard Storage and Distribution appropriate for this operation? Where is the clause for Vendor Approval and does Module 10 (Wholesale Module) apply to this operation?

The Global Standard Storage and Distribution is the correct standard for this operation, with the Additional Voluntary Modules 10.1 and 10.2 or 10.3 added. Vendor approval is in

the wholesale module and, based on the information supplied, it will apply in this instance.

Module 10.3 applies if it is your own brand or a customer exclusive brand. Section 10.3 covers supplier approval, which is not covered in Sections 1-9. The sections on traceability and management of withdrawal and recall may appear repetitive, but there are additional requirements in these sections which must be met.

Contracted services (Sections 13, 14 and 15) may also apply as the site is inspecting, repacking and applying labels. Section 9 will be non-applicable because there is no open product at the site.

A site takes back freight but does not manage the product. Can they be certificated for distribution only?

The requirements for the scope of applicable company operation are listed in the Standard on page 11 and 12. Eligibility for distribution is permitted where:

- some or all the distribution vehicles are managed by the company, the vehicles are leased by the company and the servicing and repairs are under the management control of the company.
- or**
- the distribution vehicles and staff are under the direct control of the management (not under a service contract by the third party).

Should unloading and loading of vehicles be carried out by the customer and not by the distribution company, then these activities are outside the scope and the scope shall be "transport only".

Does the Standard cover over the counter medicines in its scope?

The Global Standard Storage and Distribution does not cover over the counter medicines such as pharmaceuticals, minerals and health supplements.

Can a site be certificated to both the Global Standard Storage and Distribution and Global Standard Agents and Brokers?

Sites can opt into a combined Global Standard Storage and Distribution and Global Standard Agents and Brokers audit.

12. Extensions to scope

If a site wants an extension to scope for Global Standard Storage and Distribution and the certificate was issued prior to 1 May 2021- is the extension to scope valid for the period specified on the certificate? And is it valid for issue 3?

If a site applies for an extension to their scope and their certificate was issued prior to 1 May 2021, the new certificate will be for Issue 3 and valid for the period stated on the original certificate.

The extension to scope audit will need to ensure that they meet the requirements in issue 3 of the standard.

13. Audit checklist

Where can I find the audit checklist for Global Standard Storage and Distribution (Issue 4)?

The self-assessment audit checklist is available to download from the BRCGS website and it is also available on BRCGS Participate for registered users.

Questions relating to specific requirements of the Standard

1. Senior Management commitment

Clause 1.1.2: Is there a grace period for auditing product safety and culture plans, as in the other Standards?

There is no grace period for implementation of this clause.

Clause 1.1.2: Are auditors required to raise a non-conformance if a review of the plan has not taken place during the first year of Issue 4?

Auditors will bear in mind that a plan to review requirements would not be achievable for the first audits against Issue 4. The auditor is expected to assess the plan and review timescales in line with the activities. The completed plan will be assessed during the second audit against the standard.

For a small company, can a risk assessment determine that clause 1.1.2 may not be required?

Clause 1.1.2 requires a food safety culture plan and it forms part of the audit. Having a culture plan is part of the GFSI requirements.

Companies can conduct a survey to measure communication, training, employee attitudes, values and understanding of responsibilities. If there are gaps, a plan must be developed to address the gaps and it should also be reviewed at least annually.

Certificated sites have access to our Food Safety Culture Excellence basic module. You can find details and sign up for free on the BRCGS website.

Clause 1.1.6: Does a site need to use a 24-hour external whistle blower hotline or email? Can they use Tell BRCGS?

The Global Standard Storage and Distribution does not require you to use an external whistle blower service such as [Tell BRCGS](#). The Interpretation Guideline state that you may consider an independent system, but it is not mandatory. The requirements are that employees should be able to express concerns in a confidential manner. Tell BRCGS is not for internal issues but for matters to do with the audit (e.g. auditors, certification bodies. BRCGS audits or the certification process).

2. Hazard and risk analysis

Clause 2.3: A site stores and loads packages of dried food ingredients. Is a Level 2 HACCP awareness course sufficient to prove competency?

The team leader (person responsible for leading the HARA or HACCP) must be able to demonstrate their competence/training commensurate with the task they are responsible for. The HACCP/HARA leader may be either an appropriately qualified external consultant or an internal staff member. Where external expertise has been used in developing the HARA or HACCP plan, the site must demonstrate ownership of the identified requirements by ensuring that the day-to-day management of the product safety system remains the responsibility of the site. At the audit, the competency and understanding of the product safety team will be assessed, as well the HARA or HACCP plan.

Team leaders should be able to demonstrate that they have had formal training through documented evidence of attendance on such a course.

Clause 2.15: How should the prerequisites that are controlled by a service provider (e.g. pest control) be addressed by the site?

Should the service provider control a part of the HACCP plan, the plans or controls must 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.

3. Product safety and Quality Management System

Clause 3.2.5 indicates that the frequency of site environment and equipment audits are no less than every 3 months, based on risk. However, the Interpretation Guideline states that for storage areas it should be at least monthly and in open product areas it may be daily or weekly. This appears to be a contradiction.

The Interpretation Guideline is simply guidance, and the site must meet the requirements of the standard. Auditors are trained to audit to the Standard and not to the Interpretation Guide. The Standard states "the frequency of these inspections shall be based on risk, but no less than once every three months". It would be expected that a facility handling food products may require monthly inspections, but a site handling hard lines (e.g. furniture, cookware, bicycles) may find three months appropriate.

Clause 3.5.1.1: Audit frequency of high-risk suppliers is not mentioned in the Standard. If a risk assessment determines every five years is a suitable frequency, is that fine or should it be every year, in line with BRCGS recertification audits?

Audit frequency is hard to assess without knowledge of the operation. If a site is categorising their suppliers as high risk based on a risk assessment there must be a valid justification for it. The audit frequency suggested by the risk assessment should be justifiable to the auditor on the day of their audit. Industry best practise is annually, and low risk suppliers could be audited less frequently.

Clause 3.8.6: Does a site need to contact its certification body in the case of a product withdrawal?

A site does not normally have to contact their certification body in the event of a product withdrawal. Product withdrawals are usually for food quality issues.

However, sites are required to contact their certification body in the event of a significant product safety incident (e.g. recall).

4. Site and building standards

Clause 4.4.9: Are strip curtains or roller shutter doors required to prevent pest ingress when external doors to storage areas are open during loading/unloading?

Where it is operationally and structurally possible, it is expected that these additional controls shall be built in. Where due to certain justifiable limitations, this is not possible, other suitable precautions should be accepted. "Other suitable precautions" could be plastic strip curtains above doors, which should be well maintained and kept in good condition or scheduling deliveries for a specific time in the day, so the doors remain closed when not in use.

5. Vehicle operating Standards

No questions have been asked relating to this section of the standard.

6. Facility management

Clause 6.5.6: Can customer branded products, that do not meet specification, be sold to charities?

Customer branded products that do not meet specification can be sold or donated to charities or to staff at the certificated site with the consent of the brand owner, provided they are fit for consumption and meet legal requirements.

Clause 6.6.10: Does a routine visit by a pest control technician, which includes recommendations for proofing or cleaning activities, meet the requirements of an in-depth pest control review?

No, clause 6.6.10 is a new requirement and requires an annual detailed review of the pest management system carried out by a pest control expert. It is different from a routine inspection because it looks at the trends and should be used to determine if the program is effective and if the site acts on the recommendations of the pest company in a timely manner.

7. Good operating practices

Clause 7.7.3: Can you clarify what evidence is required to show compliance to validate that cleaning methods are effective in removing allergens when spillage occurs?

Evidence should be documented to show that the cleaning validation confirms the allergen that was initially present has been completely removed during the allergen cleaning procedure.

When a spillage occurs, the site should assess the area for potential contamination and consider the physical characteristics of the allergen. When products are well sealed the potential from a powdered allergen contamination is considerably reduced and sweeping/vacuuming cleaning methods may be sufficient. A visual examination should be sufficient to verify the area is clean. For liquid spillages (e.g. oil) this may require a different form of cleaning and validation method.

Auditors should assess the allergen cleaning procedures to confirm the site has assessed the risk and taken suitable actions. Specific allergen swabs are not required but can be useful when a rapid result is required (e.g. where there is a higher risk).

Can a site store and ship raw peanuts in hessian sacks if they currently store coffee? Is there any information regarding the storage of peanuts and any segregation rules that the warehouse should consider?

As the standard applies across the many countries around the world, we are unable to comment on legal and regulatory requirements. Please contact the appropriate regulatory bodies in the respective countries where the products are handled and intended to be sold.

Global Standard Storage and Distribution Section 7.7 covers the management of allergens. Sites are required to minimise the risk of allergen contamination and the allergen risk assessment should consider the packaging format and the physical state of the allergen and how to control spillages. Segregated storage is not required, unless it is deemed a risk to other products based on a risk assessment. Please note that all the other requirements of the Standard must also be in place.

8. Personnel

No questions have been asked relating to this section of the Standard.

9. Handling of open food products

As open boxes of fruits and vegetables are permitted, are nuts and tree nuts permitted?

Tree nuts and nuts, are considered plant products, therefore are permitted under open product handling, if containers are not split for further distribution.

A site receives and ships seafood, topped with ice in open plastic boxes. The boxes are packed at sea, stacked and shrink wrapped and not processed in any manner. Does Section 9 (Handling of open product) apply to this situation?

Under this Standard only permitted food products can be received into storage and released into distribution without any further preparation, sorting or processing. Where

such additional operations take place, the facility must be certificated using the [Global Standard Food Safety](#).

Permitted products in the Global Standard Storage and Distribution include packaged food products, food products and ingredients stored and distributed in bulk by road (e.g. flour, oils, sugar syrups, wine) and loose food products that are limited to open boxes and trays of fruit and vegetables, trays of raw fish/crustaceans and other sea food or carcasses of meat.

A permitted exception to this rule is where the main activity of the site is storage and distribution and 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.

However, should any further processing/sorting take place at the facility the site, then it would have to be certificated to the Global Standard Food Safety.

A site receives a box of tomatoes from a produce supplier and delivers it to their customer. Do they need to meet the requirement of Section 9?

Because the site handles open boxes of tomatoes, it must meet the requirements of sections 1-9 of the Standard, which includes Section 9 (Handling of open food products). Should the site process them in any manner, then it would need to be certificated to the Global Standard Food Safety.

Clause 9.6.5: Can a site handling fresh produce risk assess the need for hair coverings or must they ensure that all hair is covered to prevent contamination?

Clause 9.6.5 requires that all sites handling open food products must ensure that all hair shall be fully covered. A risk assessment (Clause 9.6.1) can be used to assess the need for **other** protective clothing.

10. Wholesale requirements

Section 10.2: Can you provide some clarification of what constitutes branded products?

Branded products are defined in the Glossary as "products bearing the logo, copyright or address of a company who is not primarily a retailer". Examples of these would be Kraft Foods, Proctor and Gamble, Nike. These companies are responsible for the manufacture and the products bear their name. A storage and distribution site buys, sells, and distributes these products.

A site stores and distributes fresh fruit and vegetables to manufacturers. Clause 10.1 must be met, but which of 10.2 and 10.3 would be applicable?

If the site sells product in trays that bear the logo of a company that is not primarily a retailer, clauses in section 10.2 (Branded Products) apply. If the trays bear the logo of the site, clauses in section 10.3 (Wholesaler-own, wholesaler-exclusive and/or customer-exclusive products) will apply.

Clause 10.1.1: What are the traceability requirements if a trader has purchased a product from a wholesaler that has repacked materials, and the trader buys then sells loose product to their customers?

When produce is brought in by a pallet from a trader or grower/packer, the site should be able to trace back to the original grower/packer. If the site purchases from a wholesaler, they should be able to trace back to the wholesaler. The wholesaler should maintain traceability records back to the original grower/packer.

Based on the following scenario, how should the scope and exclusions for the wholesale module be written? The site stores, distributes and wholesales branded ambient, chilled and frozen foods. The ambient foods include grocery products and bakery items. The chilled and frozen foods include red meat, poultry, fish and vegetables. It also carries out the following activities:

- a) Contract freezing of ambient bakery products and chilled red meat and tempering back to ambient - included in audit scope.
- b) Contract re-packing of selected bottled products into gift packs - excluded from audit scope.

The scope should be documented as:

"The storage, distribution, and wholesale of branded ambient, chilled and frozen foods. (This could be more detailed and include a list of the types of products i.e. frozen meats, chilled fruits and vegetables.) The contract freezing and tempering of bakery products and red meat.

Exclusion: The contract re-packing of ambient bottled products."

The requirements of section 10.1 and Section 13 must also be met.

11. Cross-docking requirements

Should a site include the cross-docking module if cross-docking is conducted at the main certificated site?

A site can cross-dock at their own site, and it should be included in their scope. Module 11 states: "Where cross docking occurs at the main certificated site, this activity should be covered under the main certification audit and this module is not applicable".

The site can exclude this activity, but it then needs to be specifically excluded and noted on the certificate.

Does the site have to include all facilities carrying out cross-docking or can it choose which ones to be included in the certification?

The site has the option of which cross-docking facilities to include. They do not have to include all cross-docking facilities.

Is there a distance limit from the cross-docking facilities to include them in the certification of the main site?

There is no distance limitation.

Can cross-docking facilities be audited remotely?

Cross-docking facilities can be audited remotely.

For the initial certification audit, is the 90-day period due to allowing time for the cross-docking sites to be audited?

In the first year, a 90-day period allows for the cross-docking facilities to be audited after the initial certification audit.

Must all the cross-docking facilities to be sampled be audited before the audit of the main site after the initial round of audits?

The cross-docking facilities that a company wants to include will need to be audited prior to their recertification audit due date. The intention is to ensure all crossdocking audits are completed within the audit certification period.

If the site is on the announced scheme how does the protocol work with cross-docking when the mandatory unannounced audit comes around?

Cross-docking audits are always announced. The audit of the main certificated site would be unannounced and will meet GFSI requirements.

Who is responsible for responding to any non-conformances raised at an individual cross-docking facility?

It is the responsibility of the main certificated site to respond to the non-conformances raised.

If the audit raises non-conformances in section 11.1, do they count towards the main site grade?

Non-conformances raised against a cross-docking facility do not count against the grade as a separate report is completed.

Can a site fail a cross-docking audit?

A site can fail if:

- a critical non-conformance is identified
- the level of major non-conformances results in the failure to achieve a certificate
- they fail to close the non-conformances in the required timeframe (i.e. 28 days after the audit date or 90 days after the initial audit date).

In such circumstances cross docking will be removed from the scope of certification and the site will need to wait until the next audit before adding it back.

If there are multiple cross-docking sites to be audited and one of them fails, does that mean all of them fail? If there is no scoring on this module, what would a "fail" be?

All cross-docking facilities must pass for the module to be included in the scope of certification. A failing grade would be at the discretion of the certification body technical review. This is similar to how voluntary modules are graded for other BRCGS Standards.

Will there be a separate cross-docking audit report?

A separate audit report should be used for cross-docking facilities (i.e. SDAM 11401 Remote Cross-Docking Module Audit Report Template). The audit report template is available for certification bodies on MyBRCGS.

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.

12. E-commerce module

Can you clarify the intent of the statement: "online sales activity is not in the scope of the module"?

Online sales activities are excluded because they refer to financial activities. The processing of sales through an online platform is outside the scope of the Standard.

Would Amazon-style deliveries qualify under the E-commerce module?

Amazon-type activities may qualify for the E-commerce module based on their operational model. The E-commerce module cannot be audited by itself, and sites should meet the requirements of both the module and the mandatory requirements in the Global Standard Storage and Distribution.

Clause 12.3.1: What is the expectation of traceability in the E-commerce module?

The site shall have full traceability of product(s) forwards (customer) and backwards (supplier) and traceability exercises should be completed by all organisations involved. The requirements for traceability remain and the site should confirm the product details (e.g. delivery date, product name, batch code etc.) from site to customers and from supplier to site).

Clause 12.5.2: What is the intent of transit trials in the clause?

The intention is that the site verifies the packaging before use (i.e. that it is able maintain the correct temperature throughout transit).

Does E-commerce need to have a separate HACCP plan, or could those activities be included in any of the other HACCP plans where it applies?

The E-commerce activities can be included within other HACCP plans.

13. Contractual arrangements

No questions have been asked relating to this section of the Standard.

14. Product inspection

No questions have been asked relating to this section of the Standard.

15. Contract packing

If a site repacks its own products, do they need to opt into module 13 (Contractual arrangements (all services) and module 15 (Contract packing (repacking, assembly packing))?

A site repacking its own products will have to opt into Module 15. Module 13 will not be applicable as the site will already need to have met the requirements for product specifications (Section 3.5.1.) and applicable services that will be included in their HARA or HACCP plan (section 2 and traceability (section 3.6), training (section 8.1). Appropriate checks will be in place.

Is the packing of books (individually, or in sets, into retail packs) permitted under the Global Standard Storage and Distribution?

Books are considered low-risk items, therefore can be repacked under the Global Standard Storage and Distribution.

Can Global Standard Storage and Distribution sites generate a label? What is considered "generating a label"?

No, creating a legal label is out of scope of this Standard and sites are unable to create and print a legal label with details such as ingredient statements and nutritional information. However, they can print labels during a packing operation which detail date coding, batch coding, quantity information, pricing information, bar codes and country of origin. (Refer to Module 15 (Contract packing (repacking, assembly packing) - clause 15.6).

16. Quantity control inspection

No questions have been asked relating to this section of the Standard.

17. Contract chilling/freezing/tempering/defrosting and high-pressure process operation

No questions have been asked relating to this section of the Standard.

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

A site has been asked to re-purpose flexible bulk bags through a cleaning process so that their customer can re-use them. Can this process be included as a service under the Global Standard Storage and Distribution?

The site would need to meet the requirements of Module 13 (Contractual arrangements (all services)) and then can add Module 18 (Contact cleaning of baskets, roll cages and other distribution containers).

All the relevant requirements of the Standard (sections 1-9) must also be fulfilled. Should the site exclude these cleaning activities, they would need to be listed as an exclusion on the certificate and report.

19. Waste recovery and recycling

No questions have been asked relating to this section of the Standard.

Appendix 1, 2, 3, 5, 6 and 7

No questions have been asked relating to this section of the Standard.

Appendix 4

Has the table page 139 Appendix 4 been updated? The new modules E-commerce, cross docking, open products, and the contracted modules are missing?

The table shown in Appendix 4 is correct and covers only two additional voluntary modules in the table because they refer to specific exclusions. Bulk food and ingredients are excluded from the wholesale module as the scope of the Standard includes these for storage and distribution activities only. Contract packing is included because it applies to prepacked products only. The other additional voluntary modules do not have product exclusions that need to be highlighted, therefore were not included in the table.

Why are the modules on contract packing not allowed for fruit and vegetables in open containers, carcasses and fish loose in trays?

This is to allow for better alignment between the Global Standard Food Safety and Global Standard Storage and Distribution.

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