

AB310: Agents & Brokers, Issue 3

Position Statements

Document Scope: Where clarification or interpretation of a requirement of the Global Standard Agents and Brokers or its protocol is necessary, this will be published on the site (www.brcgs.com), and BRCGS Participate as a Position Statement. Such statements are mandatory in their use from the date specified for implementation or the date of publication on the BRCGS website, where no date is specified.

Change log:

Version no.	Date	Description
1	14 Feb 2022	First publication of BRCGS position statements for Issue 3.
2	15 Nov 2022	Position statement 3 added – changes to unannounced audit protocol for non-audit days and re-audit dates.
3	07 Nov 2023	Position statement 4 added- Combined audits – clarification of the audit due date in the case of a mandatory unannounced audit
4	27 Apr 2026	Effective from 10 August 2026 Minor grammatical amendments have been made related to wording in Position Statements 1, 2, and 3, however the intent has not changed. Updated to align with the GFSI Benchmarking Requirements v.2024 *NEW* Position Statement 5 Clause 2.7 update *NEW* Position Statement 6 Clause 3.6.1 update *NEW* Position Statement 7 Clause 4.31 update *NEW* Position Statement 8 Clause 4.8.2 update
4.1	06 Oct2026	Updated for rebrand.

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Position statement 1

Clarification on scope of certification for agents with limited operations (haulage or shipping agents)

The Standard sets out the requirements for companies in the food, packaging and consumer products supply chain that buy, sell, or facilitate the trade of products and may provide additional services such as the purchase, importation, or distribution of the products, but do not manufacture or process those products.

BRCGS have received enquiries relating to this scope, particularly the definition of 'facilitates the trade' and whether haulage or shipping agents can be certificated. These types of organisations often have limited operations and may not, during the normal course of their business complete all the services referred in the Standard or these activities may be undertaken by their customers.

This Position Statement therefore lists the mandatory clauses (i.e. those clauses which must be included within the scope of the audit and cannot be excluded or considered as 'not applicable'). These mandatory clauses are:

<i>Clauses</i>	<i>Details of the requirements</i>
Section 1	All requirements mandatory.
Section 2	All requirements mandatory.
Section 3	All requirements mandatory. Some agents have highlighted that specifications (section 3.6) are managed by the customer. Whilst it is possible that the customer will manage much of the content and process for specifications, making compliance with these clauses easier for the site, the availability of the information included on a specification is important, since along with product risk assessment (see below) it will be key when developing and reviewing the HACCP or hazard and risk assessment processes. Therefore, the expectation is that specifications are available and up to date.
Section 4.1	Clauses 4.1.1- Mandatory. Clause 4.1.2 states: 'this clause may not be applicable where it is a customer requirement that products are supplied by a specific manufacturer and the liability is with that customer. A record of the customer's requirement for the use of a specific supplier shall be maintained'. Therefore, this clause may not be applicable where the customer has liability and completes the activity. Appropriate documentation demonstrating this shall be maintained." Clause 4.1.3 – Mandatory. Clauses 4.1.4 and 4.1.5 – these clauses are applicable (and must be included) where purchases are made from other agents or brokers. Clauses 4.1.6 - 4.1.8 – these clauses shall apply to all sites where clause 4.1.2 applies.
Section 4.2	Where services are provided - all requirements are mandatory. Where no services are provided these clauses will not be applicable.
Section 4.3	All requirements are mandatory.
Section 4.4	4.4.1- allows that the product verification testing can be completed by the supplier.
Section 4.5	Clause 4.5.1 states that 'where such responsibilities are undertaken by the customer, this shall be clearly stated in the contracts.' Therefore this

	clause may not be applicable where the customer has liability and completes the activity. Appropriate documentation demonstrating shall be maintained.
Section 4.6 – 4.7	Standard already permits these sections to be not applicable.
Section 4.8	All requirements are mandatory.
Section 4.9	Standard already permits this section to be not applicable.
Section 5	All requirements are mandatory.

POSITION STATEMENT 2**Clarification of the audit protocol for exclusions from scope and use of the BRCGS logo (protocol section 1.6.2)**

Issue 3 of the Global Standard Agents and Brokers states (Audit Protocol, Part III, section 1.6.2):

“There are two situations where an exclusion may be permitted:

- Certificates are issued to the company for specific office locations (sites). It is permissible for a company to have some offices certified under the scheme and other offices not to be included, or
- The Standard is applicable to three types of products: food, packaging or consumer products. Sites are permitted to exclude a type of product (e.g. consumer products); however, it is only permitted to exclude the entire type of product. It is not acceptable to include some food products in scope and exclude others (e.g. include chilled and frozen foods but exclude ambient foods), or to include some consumer products and exclude others. For example, a site handling both food and consumer products shall have a scope that either:
 - includes all food products and all consumer products, or
 - includes all food products and excludes all consumer products, or
 - excludes all food products and includes all consumer products.

The BRCGS logo can only be used by sites that have no product exclusions.”

It should be noted that the reference to the BRCGS logo specifically states that the certificated office cannot exclude products if they wish to use the logo. Exclusion of specific office locations from the audit scope does not prevent the use of the BRCGS logo, but logo use by the company must not imply products or processes managed by an excluded office are certificated.

All use of the BRCGS logo shall be in accordance with BRCGS brand guidelines (available on the BRCGS website).

POSITION STATEMENT 3

Changes to the unannounced audit protocol for recertification audit window and number of non-audit days

To ensure that all BRCGS Standards maintain comparable audit protocol for unannounced audits, BRCGS have made two changes to the unannounced audit protocol for Global Standard Agents and Brokers Issue 3. These changes can be summarised as:

- a reduction of the unannounced audit window from 9 months to 4 months.
- a reduction in the number of non-audit days which a company can nominate from 15 days to 10 days.

These changes come into effect on 1 February 2023 (i.e. apply to all unannounced Agents and Brokers audits starting on or after 1 February 2023).

It should be noted that unannounced audits remain voluntary for agents and brokers and a company can still choose to receive announced, blended announced or unannounced audits.

Therefore, from 1 February 2023 the following text replaces Part III, sections 4.1.4 and 4.7 of the Audit Protocol currently in the Standard:

Section 4.1.4 Nominating non-audit days

The unannounced audit option allows companies the opportunity to nominate 10 days when the company is not available for an audit. The dates shall be provided at least 4 weeks in advance and the reason shall be provided (e.g. planned customer visit). The certification body may challenge the reason where this does not appear appropriate.

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

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

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

Sites on a 6-month audit schedule (e.g. sites certificated to the Standard with grade C) may nominate a maximum of 5 days.

Section 4.7 Ongoing audit frequency and recertification - scheduling re-audit dates

The company can choose whether to:

- remain within the unannounced programme, or
- revert to the announced audit programme.

If the company wishes to remain in the unannounced audit programme, the next audit will be unannounced and may occur at any stage within the last 4 months of the certification cycle, including the 28 calendar days before the audit due date.

It is the responsibility of the certification body to ensure that the audit is undertaken within the certification window. Therefore, the late audit non-conformity clause (Part II, clause 1.1.10) does not apply to unannounced audits.

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

In some situations, the certification body may have already scheduled the unannounced audit with a 9-month timescale (for example, to ensure time for planning of visas). To accommodate

this, BRCGS will allow certification bodies to complete audits outside the 4-month window but within the 9-month window until 1 July 2023. After this date, all unannounced audits will be carried out within the 4-month window as described in this position statement.

Effective date: 1 February 2023

POSITION STATEMENT 4**Combined audits – clarification of the audit due date in the case of a mandatory unannounced audit**

Some sites have combined Agents and Brokers and BRCGS Food Safety standard audits. The Global Standard Food Safety contains requirements for a periodic mandatory unannounced audit (i.e. the mandatory 1 in 3 unannounced audit). When this mandatory unannounced audit occurs, the Agents and Broker audit also needs to be unannounced, and the site enrolls into the voluntary unannounced programme.

However, this creates a challenge in subsequent years due to the differences in the protocol for re-audit due dates for a Food Safety mandatory audit compared with those for a voluntary unannounced audit in the Agents and Brokers standard.

For example, the Audit Protocol (Part III, section 2.7.3) for the BRCGS Global Standard Agents and Brokers Issue 3 states that:

“The due date of the renewal audit occurs within a 28-day window up to the 6- or 12-month anniversary of the initial audit.

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

- The audit report will detail the reasons why an audit has been brought forward.
- The audit due date will be ‘reset’ to the 6- or 12-month (depending on grade) anniversary of this new audit date.
- The certificate shall be issued with an expiry date of 6 or 12 months (depending on grade) +42 days from the ‘new’ audit date.”

For example, currently when reverting to an announced audit for the subsequent years, the anniversary of the Agents and Brokers audit has to be reset as per the protocol section 2.7.3 to the last unannounced audit date, rather than maintaining the annual date as required by the mandatory unannounced audit protocol in the Food Safety standard.

To accommodate combined audits, where the site wishes to have a combined BRCGS Food Safety and BRCGS Agents and Brokers audits, then following a mandatory unannounced audit of the Global Standard Food Safety, the audit due date for the Agents and Brokers audit does not need to be ‘reset’ as per the current protocol and can follow the same audit due date requirements as the BRCGS Global Standard Food Safety.

This must be agreed, in advance, via a concession request raised by the certification body, following the normal concession process.

Please note this position statement only applies to combined audits. It does not affect other situations where a site opts to leave the Agents and Brokers unannounced audit programme, which will continue to operate in accordance with the Agents and Brokers audit protocol.

POSITION STATEMENT 5

An amendment has been made to clause 2.7 to align with the new requirements of GFSI BMR 2024.

These changes are shown in bold in the clause below.

2.7	Prior to conducting a risk analysis, the company shall ensure that appropriate prerequisite programmes are in place. Where control measures and/or monitoring procedures form part of these prerequisite programmes, they shall be documented and, where appropriate, verified. Relevant prerequisite programme information shall be taken into account within the development and review of the plan. The company shall complete a documented risk analysis of the potential hazards in order to identify which need to be controlled. The following should be considered: – the likely occurrence of the hazard – the severity of the hazard (e.g. injurious to health, potential to cause food poisoning, rejection or a product recall) – existing prerequisite programmes that effectively prevent the hazard or reduce it to acceptable limits.
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INTERPRETATION

Prerequisite programmes represent the fundamental organisational and operational conditions needed to control generic hazards within the scope of an agent or broker's activities. Although many prerequisites form part of routine business processes, it remains essential that they operate effectively and to an appropriate standard. This is because:

- the prerequisite programme provides the foundation on which the rest of the HARA or HACCP plan is developed
- the company depends on these prerequisite activities to mitigate identified hazards and support the delivery of safe product (for example, when supplier approval or traceability is identified as a prerequisite, the company relies on these activities to ensure that hazards are adequately controlled within the supply chain)

The company should identify those prerequisites that are relevant to their activity and establish, where appropriate, the control measures to ensure that they deliver the level of control required.

Therefore, there should be a whole work stream behind each identified prerequisite to ensure that the relevant activity, procedures and policies are in place, that they are working correctly and that they continue to deliver the level of control required.

While the prerequisite programme is expected to be effective, not every prerequisite requires validation, as these programmes often relate to broad organisational controls whose outcomes may not be quantifiable.

Verification should be applied where appropriate to confirm that the prerequisites continue to operate as intended.

The definition of 'where appropriate' is included in Appendix 8 - Glossary of the BRCGS Global Standard Agents and Brokers, Issue 3.

Where appropriate	In relation to a requirement of the Standard, the company will assess the need for the requirement and where applicable, put in place systems, processes, procedures or equipment to meet the requirement. The company shall be mindful of legal requirements, best-practice standards, good manufacturing practice and industry guidance, and any other information relating to the manufacture of safe and legal product.
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Effective date: 10 August 2026

POSITION STATEMENT 6

An amendment has been made to clause 3.6.1 to align with the new requirements of GFSI BMR 2024.

These changes are shown in bold in the clause below.

3.6.1	Specifications shall be available for all products. They shall either be in the agreed format of the customer or, where this is not specified, include key data to meet legal requirements and assist the customer in the safe usage of the product (e.g. chemical, microbiological, physical or allergen standards) .
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INTERPRETATION

Specifications must be established for all products. The format of each specification should be agreed with the customer to ensure that all relevant requirements are incorporated. In the case of the agent's or broker's own branded products, it is acceptable to maintain an internal specification setting out the product parameters, supported by a technical data sheet for customer use. Depending on the nature of the product and its intended use, this may include parameters such as chemical, microbiological, physical, or allergen standards. Where such parameters are used for food safety purposes, they shall be based on appropriate legislation or scientific principles.

This documentation must include the key information necessary for the safe use of the product and covering (but not limited to):

- Ingredients, including the presence of allergens
- Nutritional information
- Preparation or cooking instructions
- Storage instructions
- Shelf life and/or code information
- Quantity

Effective date: 10 August 2026

POSITION STATEMENT 7

An amendment has been made to clause 4.3.1 to align with the new requirements of GFSI BMR 2024.

These changes are shown in bold in the clause below.

4.3.1	The company shall assess the potential risks to the security of the products from any attempt to steal, contaminate, substitute or damage the products during subcontracted transportation and storage by the service providers appointed by the company. Security measures identified by the risk assessment shall be documented and form part of the contract or terms and conditions for the service providers that have access to the product. Personnel engaged in threat assessments and product security/food defence plans, shall understand potential product security/food defence risks. This shall include knowledge of products traded and the principles of product security/food defence. Where there is a legal requirement for specific training, this shall be in place.
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INTERPRETATION

Competency of the threat assessment and product security/food defence team

It is important that personnel completing product security/food defence threat assessments are competent to develop the plan; they need to understand the risks they are trying to prevent. Therefore, it is expected that within the team there will be knowledge of the principles of product security/food defence at the site.

The Standard is not prescriptive regarding how this knowledge is demonstrated and may include, for example:

- training (e.g. a training course in food defence)
- experience (e.g. demonstrable knowledge of the site such as security-related duties, or length of service at the site)
- other competency (e.g. the completeness and effectiveness of the threat assessment and its implementation).

Where there is a legal requirement for specific training, the site is expected to be able to demonstrate that this has been appropriately completed.

In the event of the site not having the appropriate in-house knowledge, external expertise (e.g. consultants) may be used; however, reference should be made to clause 2.1 and section 3.4.

Effective date: 10 August 2026

POSITION STATEMENT 8

An amendment has been made to clause 4.8.2 to align with the new requirements of GFSI BMR 2024. These changes are shown in **bold** in the clause below.

4.8.2	A documented vulnerability assessment shall be carried out on all products, or groups of products, to assess the potential risk of adulteration or substitution. This shall take into account: – any historical evidence of substitution or adulteration – any economic factors that may make adulteration or substitution more attractive – ease of access to products – the sophistication of routine testing to identify adulterants – the nature of the product. Where personnel are engaged in vulnerability assessments, the individual or team responsible shall understand potential product fraud risks. This shall include knowledge of the principles of vulnerability assessment. The vulnerability assessment shall be kept under review to reflect changing economic circumstances and market intelligence that may alter the potential risk. It shall be formally reviewed annually.
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INTERPRETATION

Competency of the vulnerability assessment and product fraud team

It is important that personnel completing vulnerability assessments for product fraud are competent to develop the plan; they need to understand the risk they are trying to prevent.

Therefore, it is expected that within the team there will be knowledge of:

- the principles of product fraud (e.g. what product fraud is, why its management is important)
- risk assessment or vulnerability assessment techniques
- the risks associated with the raw material, product, supply chain or process being assessed.

The Standard is not prescriptive regarding how this knowledge is demonstrated and may include:

- formal training (e.g. a training course in product fraud, vulnerability assessment or VACCP)
- internal training, development and experience (e.g. demonstrable knowledge of the site)
- other competency (e.g. the completeness and effectiveness of the vulnerability assessment and its implementation).

Risk assessments may be completed either by responsible individuals or by a team. The advantage of a team is that every company has several departments that are likely to possess useful information, for example:

- technical or QA staff are often subject matter experts
- supplier approval will see information relating to specific raw materials, suppliers and supply chains
- purchasing departments are usually well informed about availability or pricing concerns
- goods receipt and production teams see the materials actually delivered to the site.

Where a team is used to complete assessments, it is important to consider the overall capability of the team.

If the site does not have the appropriate in-house knowledge, external expertise (e.g. consultants) may be used; however, reference should be made to clause 2.1 and section 3.4.

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