



# **Marston's Food Supplier Charter**



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# 1. INTRODUCTION

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Marston's has built a proud reputation for providing quality products at competitive prices to our customers. We strive to build a loyal, trusted supplier base through building partnerships with suppliers who share our values and maintain high standards and ethical business practices. The Marston's Supplier Charter forms part of the trading terms and the contract between Marston's and our suppliers. This document details the sourcing policies including pre-requisite standards that are required by all suppliers to gain approval to supply.

The charter is relevant to all potential suppliers to Marston's be they manufacturers, wholesalers, importers, traders or agents. It applies to finished product and the ingredients used within each product.

We remain with Lloyd's Register as our independent audit provider who were previously known as Acoura. We complete risk based audits on our supply base so that we can ensure the products we serve our customers are safe, legal and comply with the standards covered in this charter.

The Lloyd's Register Assist web portal will be used to manage the supplier audit and corrective action process. Product and raw material specification information will continue to be held on the Starchef/Product Information Database system.

All details from all our food suppliers must be updated annually or as required if there is a change in the information held on the product information database. This may be an approved change in recipe or raw material but it also includes any personnel changes and contact details, for which there is a standard form available. Please note that all deadlines communicated via the Lloyd's Register Assist web portal are set by Marston's and must be respected.

## 2. AUDIT

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### **Lloyd's Register Food Safety Audits – What to Expect**

#### **Prior to the Audit**

Each supplier will be contacted by the Lloyd's Register Product Assurance Team and asked to sign up to Assist, this is the web enabled portal that Lloyd's Register use to manage audits, reports and corrective actions. An email will be sent to each supplier's nominated technical and primary commercial contacts within the supplying site with details of how to log into Assist. A temporary password will then be issued, (to access the system and audit information). If a supplier is already registered on Assist, then any existing details will allow access as normal to the system. There will be a user guide available so that you can easily access audit information and deal with corrective actions.

Once logged into Assist you will be asked to complete an electronic audit booking form, once this is fully completed and reviewed by the Lloyd's Register Product Assurance Team an auditor will be allocated and they will contact you directly to confirm a suitable date.

#### **Audit**

The audit will cover the following:

- Opening meeting (attendees required will be confirmed by Acoura).
- Site tour looking at all production facilities, storage areas, staff area etc.
- Review of the paperwork systems.
- Traceability.
- Closing meeting and review/discussion of non-conformances found.

#### **Non-conformities and Corrective Action**

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

#### **Submitting Evidence of Corrective Action**

If non-compliances have been found you must send evidence to Lloyd's Register to demonstrate you are complying with the standards. The assessor will explain what format will be acceptable, for example a copy of documents, invoices for work completed or before and after photographs. In some cases, we may be required to carry out a revisit to check on specific issues.

If satisfactory evidence has not been received within 14 days of the audit date this will be reported to back to Marston's. If there are a significant number of non-conformances or the nature of the non-conformance requires more than 14 days to rectify, please inform Lloyd's Register for an extension.

At times Marston's may complete "deep dives" for information into certain areas of interest e.g. antibiotics, fish sustainability. These requests from Lloyd's Register must be responded to within 28 days of the initial request being made, or earlier if that is stated.

**Audit Frequency**

After the initial supplier audit has been completed each supplier will be risk rated and this will determine future audit frequency.

The audit process must be completed start to finish within 42 days i.e. from initial contact by Lloyd's Register to arrange, audit date confirmation, actual audit and sign off of non-conformances.

**Changes of Business Details**

If there are any changes to your business relevant to your supply to Marston's and this Charter then you are required to inform Lloyd's Register Certification Ltd of the changes by email at:

ProductAssurance@LloydsRegister.com or on 0131 335 6608.



### 3. CORPORATE RESPONSIBILITY

***Our Vision: "Making Marston's the place to be for our customers, our people and investors"***

The achievement of our strategic aims is reliant upon an ethical approach to the way we treat our customers, employees, communities and the environment.

Marston's have a long record of respecting our customers and caring for our employees. We have a proud legacy of our pubs and breweries being an intrinsic part of their local communities. The high esteem with which our pubs and beers are held is never taken for granted. The Board recognises that Marston's long term success will always be reliant upon the character of our operations.

The responsibility for ensuring that Marston's operates in an ethical manner is that of the Board. In order to ensure that the strategic goals are achieved in a manner consistent with the company's ethics and to help communicate these values to our operations teams the Board set up a Corporate Responsibility (CR) Committee headed by the Corporate Risk Director. The Committee sets the CR strategy, defines targets where appropriate, and has oversight of the actions taken by the business to achieve the strategy. The CR Committee is in consultation with the wider business concerning how the Company engages with employees, customers, communities, charities and the environment. The CR strategy and progress on action points is reported to the Board.

Marston's assesses its CR strategy to ensure it supports the Group's long- term growth and commercial objectives, is aligned to our key values of respecting customers and employees, considers its future approach in relation to emerging trends impacting our customers and employees and surveys key stakeholders to better define our CR priorities.

<b>Our Priorities</b>	<b>Our Goals</b>
1. We care about our customers' wellbeing.	Food safety, healthy options, responsible marketing.
2. We invest in our people.	Health & safety, employee engagement, training and development.
3. We partner with suppliers who share our values.	Ethical sourcing.
4. We celebrate our local communities.	Charitable support, community involvement.
5. We reduce our environmental impacts.	Waste segregation, energy and water efficiency, CO <sub>2</sub> emissions.



The CR vision is aligned with the Group's ambition, purpose and ways of working and aims to focus attention upon our CR goals and actions.

Business Objective	CR Goals
1. Operating a high quality pub estate.	Health & safety, employee engagement, training and development, environmental impacts.
2. Targeting growth: building pub restaurants, Premium pubs and further developing Franchise.	Health & safety, ethical sourcing.
3. Increased investment in rooms.	Health & safety, ethical sourcing, training and development.
4. Offering the best consumer experience: Quality, service, value and innovation.	Food safety, responsible marketing of alcohol, employee engagement, training and development.
5. Leadership in the UK beer market.	Health & safety, responsible marketing of alcohol, employee engagement, training and development, charitable giving, community engagement, environmental impact.
6. Ensuring people are at the heart of our business.	Health & safety, employee engagement, training and development, charitable giving, community engagement.

Marston's actively strives to engage with suppliers who share our values and approach to CR. To achieve this we expect our key suppliers to follow the Corporate Code of Ethics published by CIPS (Chartered Institute of Procurement & Supply). The code sets out the values, business culture and practices which all organisations can adopt. The code requires a commitment to the eradication of unethical business practices, including bribery, fraud, corruption, money laundering and human rights abuses, such as modern slavery and child labour. Further details are found in this document in Section 4.0 Ethical Trading.

## 4. SOURCING POLICIES

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### 4.1 Pre-requisite Standards for Food Suppliers

The minimum requirements for supply are detailed below:

- Certification to Global Food Safety Initiative (GFSI) Standard e.g. BRC Grade A / IFS Higher / ISO 22002-1:2009 – all of which include the requirement for a HACCP (Hazard Analysis Critical Control Point) based food safety system. Where certification does not achieve a BRC Grade A, Marston's Compliance team should be notified so that practical steps can be taken to mitigate risk to the business and in some cases may mean supply is not possible.
- Marston's acknowledge the launch of BRC V8 from January 2019 and encourage suppliers to familiarize themselves with the new sections ahead of this launch.
- Importers and traders – Suppliers acting on behalf of manufacturers not under their direct control must ensure that the production sites conform to GFSI Standard and provide supporting evidence. Again BRC Grade A or higher is expected of the manufacturers supplying the importers and traders and Marston's reserve the right to audit manufacturing sites used by importers and traders.
- Suppliers must give Marston's advance notice of any change in production address/facility. No less than 8 weeks notice should be provided to enable any stock build to be undertaken and also for audit to be completed.
- In exceptional circumstances by prior agreement, certification to Safe & Local Suppliers Association (SALSA) for small, regional suppliers is acceptable. This also has a HACCP requirement.
- Conformance to the Marston's Supplier Charter i.e. this document.
- We expect our suppliers to follow the Corporate Code of Ethics published by CIPS (Chartered Institute of Procurement & Supply).
- Confirmation and evidence of the absence of Genetically Modified Organism (GMO) ingredients.
- Full compliance with all relevant food legislation e.g. food additives, novel food, food labelling, food flavours and colours.
- An annual schedule of DNA testing for horsemeat in all meat and minced meat products and independent analytical results confirming its absence. Marston's reserves the right to request DNA tests of protein from other livestock.
- Where applicable, animal welfare policies and evidence of compliance throughout the supplier's supply chain.
- Evidence supporting menu claims such as Provenance, Sustainability, Fairtrade, Vegetarian, Vegan, Nutritional and Allergen data.
- Corporate Social Responsibility (CSR) statements in terms of Employee Welfare, Environmental Standards, Nutrition and Health Standards and production site Health & Safety standards. All suppliers should be registered with Sedex and working to the ETI base code, <http://www.ethicaltrade.org/eti-base-code> before supplying Marston's.





- Suppliers agree to have their production sites audited for food safety before being approved to supply Marston's. We reserve the right to carry out periodic, unannounced visits at key food suppliers for safety and ethical checks.
- Meet agreed specifications and Quality Attribute Sheet data at all times. If a supplier becomes aware they can't then they should immediately notify Marston's prior to any changes being made.
- Marston's may share data with suppliers from time to time. Suppliers are expected to treat all data as sensitive unless explicitly advised otherwise. Suppliers must not handle or store our employee or customer data without our approval. Every effort must be made by our suppliers to protect all data and information they handle, control or maintain. Suppliers must take steps to protect the confidentiality, integrity and availability of the data wherever it may be. Suppliers must advise Marston's immediately should a suspected data breach take place.



## 4.2 Food Safety and Quality

### Specifications

Marston's product specifications are stored on Starchef (Product Information Database).

The Starchef specification must hold true information about the product at all times.

No amendments should be made to any of Marston's products without the change first being communicated to the Group Compliance Manager or Technical Manager for approval.

In addition to the product specification, Marston's require a Quality Attribute Sheet to be completed for each product supplied to the business. This must be signed off by the Technical Manager prior to the product being delivered into depot and may involve attendance at trial production runs.

- Only Marston's may amend pack sizes, weights, costs, categories and product titles.
- This information must never be changed by the supplier.
- Any change a supplier wishes to make to a live Starchef specification must first be communicated to, and approved by, Marston's.
- Any nutritional data entered must be analytical, not theoretical, unless approved by Marston's.
- McCance and Widdowson's (The Composition of Foods Integrated Dataset) values are acceptable for unprocessed single ingredient products such as cereals, dairy products, eggs, meat, fish, fruit and vegetables, but prior approval to provide such information must be given by Marston's.
- Questions in the intolerance data tab must only ever be answered yes or no. The answers should reflect the direct ingredients used in the recipe of the product, not what could be present as a result of cross contamination. A supplier may include any details of what the product "may contain" within the notes section of Starchef and on the physical case label.
- There should be no changes in allergens or nutritional information from the first showing in NPD stages to when the product goes live. Any changes that cannot be avoided must be communicated immediately to Marston's.

### Allergen Information

As per the EU Provision of Food Information to Consumers' Regulation (No.1169/2011) all food businesses need to provide accurate information about allergenic ingredients used in food. Marston's require its suppliers to provide such information on all products.

### Shelf Life and Temperature

All food products delivered to us must be within their minimum durability dates and as per the agreed minimum shelf life as defined within the product specification. (Section 6 on Product Supply provides further details). Suppliers must be able to provide shelf life validation and thermal validation of HACCP cook procedures when requested. Products received at depot should be at the following temperatures:

Chilled Goods: 1-5°C.

Frozen Goods: -18°C or below.



### **Additives including Flavour Enhancers**

New products are not allowed to use artificial flavour enhancers e.g. mono sodium glutamate. No food products on our menus should contain the Southampton six colours that are linked to hyperactivity in children. Sunset Yellow (E110), Quinoline Yellow (E104), Carmosine (E122), Allura Red (E129), Tartrazine (E102), Ponceau 4R E124).

### **Animal Testing**

Marston's does not allow any of its products, or ingredients of its products, to be tested on animals. It is the supplier's responsibility to ensure that all raw ingredients used in the production of any Marston's product are not tested on animals, and suppliers must be able to verify this via their own supply chain management processes, if required.

### **Acrylamide**

Acrylamide is a substance that is produced naturally in food when cooking at high temperatures and has been linked to causing cancer in animals. Products at risk include biscuits, crackers, crispbreads, bread, breakfast cereals, fried potato products, crisps, chips and coffee.

Suppliers to Marston's of products that are susceptible to acrylamide formation must be able to demonstrate good manufacturing practice to monitor and reduce levels based on risk, and this should be included within the production site's HACCP plan. Controls in place should include raw material selection, recipe design, process method (cooking times and temperature) and finished product standards. Suppliers must be able to prove they have a suitable monitoring system in place and unless previously communicated to and agreed with Marston's, products as delivered should never exceed the benchmark levels of acrylamide that are set in the EU legislation.

### **New Product Development (NPD)**

Marston's requires all suppliers to fully consider all the ingredients in NPD proposals. Any non-essential ingredients should be removed, before proposals are submitted. In order to maximize the freedom of choice given to its customers, Marston's does not want to declare the presence of an allergen, dairy product or additive, when they do not add anything of benefit to the final product. Any product names presented to Marston's should be compliant with all food labelling regulations from first product presentation.

See also Trademarking of Product Brands in the following section.

### **Non Gluten Containing Ingredients (NGCI) v Gluten Free (GF) and Dairy Free**

Marston's does not make GF claims on any dishes. However, Marston's does like to include NGCI and dairy free dishes on its menus. Suppliers are encouraged to remove gluten and dairy where possible and where there is no material effect on the final product.



## 4.3 *Healthy Eating and Clear Labelling*

### **Calorie Controlled Menus**

It is the aim of Marston's to develop dishes that offer both full flavour and appropriately-sized portions, with a lower calorie level. We work to under 600 calories as a target meal count and we recognise that an increasing number of customers are interested in the nutritional values of the food they eat. Indulgent doesn't have to mean laden with calories and fat. Always consider Public Health England's aim of meals to have 400/600/600 calories for breakfast/lunch/dinner respectively and Marston's aim to offer desserts that are under 300 calories. We aim to provide this information on our website and at our pubs so that it is available when desired by customers. It is a requirement for all suppliers to provide this information in their product specification.

Suppliers are responsible to ensure they make every effort to minimize the fat and saturated fat content of any products presented to Marston's.

### **Salt Reduction Targets**

Marston's has a strong history of reducing the salt content in its products in line with the Department of Health's Responsibility Deal. Suppliers must ensure all new lines achieve the relevant PHE 2017 salt target. It is the supplier's responsibility to ensure all concepts/products presented to Marston's should meet, as a maximum, the PHE 2017 average salt target. If a category has an average target, that value must be met rather than the maximum level. The salt content of products should be as consumed and not as delivered and this should be reflected in the Product Information Database. If a supplier is in any doubt of the category their products fall within then they should discuss this with Marston's at an early stage of development and thus avoid any un-necessary redevelopment further down the line. Marston's has committed that no new lines will be launched unless they meet these targets.

### **Sugar Reduction**

Marston's continually strives to meet the demand for healthier options. We support the Public Health England Sugar Reduction programme and wish to achieve 20% reduction in sugar content for the applicable categories. In addition all new products should meet PHE sugar targets and Marston's base line sugar content targets and minimise the introduction of products that are above the guidelines sales weighted average sugar levels unless agreed otherwise by Marston's.

### **Trans Fats and Hydrogenated Vegetable Oil**

Marston's is proud to declare that all our meals are free from artificial trans fats and hydrogenated vegetable oils. No new products will be launched that contain artificial trans fats and hydrogenated vegetable oils.

### **Clear Labelling**

Marston's is committed to ensuring that all claims on menus can be substantiated by suppliers and are included in the product specification. Where provenance exists in a product we would expect these details to be communicated as part of the NPD process and included on the Product Information Database and Lloyd's Register Assist.

It is suppliers' responsibility to ensure any claims made meet the health and nutrition claims legislation and be able to provide any evidence to support the claim on request.



### **Trademarking of Product Brands**

Marston's expects suppliers to confirm where a brand name can be declared, and be able to provide sufficient evidence to substantiate such claims, prior to offering the product. The supplier is responsible for ensuring Marston's hold up to date information on how brands are to be represented and that all changes are communicated in a timely manner.

### **Mechanically Recovered Meat**

Marston's does not allow the use of any mechanically recovered meat in any products in our menus.



## 4.4 Animal Welfare and Assurance Schemes

### Animal Welfare

Marston's is committed to animal welfare. We expect suppliers to employ high standards of animal welfare both for animals that are reared for meat and dairy products, and for animals used for work and transport. We require suppliers to have RSPCA assurance for products where appropriate, and we require to be made aware of where it is in place.

We specifically endorse the "Five Freedoms" concept:

- Freedom from hunger and thirst.
- Freedom from discomfort.
- Freedom from pain, injury and disease.
- Freedom to express normal behaviour.
- Freedom from fear and distress.

We expect suppliers to employ high standards of animal welfare and for animals to be transported in line with these requirements. We are further committed to achieving an integrated supply base to allow, wherever possible, whole life traceability.

### Meat

As a minimum:

- Meat must be reared, transported for slaughter, be slaughtered, and processed according to relevant legislation.
- Meat entering the chain must be from licensed slaughter premises.
- Carcass and packed meat must be traceable and the country of origin information must be declared in the specification, including details where the animals are born, reared and slaughtered.
- In respect of meat whose slaughter and preparation method is certified as Halal and/or Shechitah, the slaughter provisions must accord with those appropriate codes, and must include humane stunning of the animal prior to slaughter. (In some countries, this requirement may differ on religious grounds). Marston's do not actively source halal products and have no requirement for suppliers to provide halal certified meat.
- Calves reared for veal must be produced on a farm that is RSPCA Assured and therefore meets, as a minimum, UK standards in terms of space, bedding and fibrous food. The use of veal crates is strictly prohibited.



## **Fish**

- All fish and fish products supplied should be from sustainable sources. This includes all products that use fish and fish products whether a natural fish product or a composite dish where fish is just one of the ingredients. This principle applies to farmed fish, wild sea fish and shell fish.
- All suppliers must ensure, and demonstrate by such supporting evidence as Total Allowable Catch (TAC) data, certification scheme certificates or scheme membership, that all such goods supplied to us meet minimum standards. The specification must include the commercial name of the species, the production method, the catch area (FAO Area name) with the Good Fish Guide rating and the type of fishing gear used.
- Tuna must be caught using the pole and line method.
- Suppliers of all fish products, and complete dishes which contain fish, must be able to explain the current sustainability status of the fish used against the Marine Conservation Society Good Fish Guide. Marston's are committed to ensuring that all the fish we use is from a source rated 3 or above on the Good Fish Guide, if the source is rated 4 or 5 then the supplier must be able to illustrate the steps being taken to improve said rating. It is the supplier's responsibility to liaise with the MCS to identify and rate the source of the product intended for supply to Marston's.
- Marston's also recognize other accreditation schemes, namely Marine Stewardship Council (MSC), British Aquaculture Policy (BAP) and GlobalGap. Further work is being completed in this area and we encourage discussion between suppliers and Marston's on the accreditation which is in place on current product ranges.

## **Milk**

As a minimum:

- Milk must be produced in a safe, hygienic environment and meet the relevant Codes of Practice.

## **Chicken Eggs**

As a minimum:

- Suppliers of fresh chicken eggs must meet appropriate standards for health and safety, traceability, shelf life and animal welfare. These must be aligned with those set out in the British Egg Industry Council's Lion Code. It is Marston's policy that all new products to be launched with egg as an ingredient must use cage free eggs. In addition to this Marston's have committed to redevelop all own brand products where egg is used as an ingredient to be cage free by the end of 2025. We encourage branded suppliers to do likewise.
- All shell eggs must be cage free by end of 2020.

## **Produce**

As a minimum:

- We expect our suppliers to meet the relevant legislation and Codes of Practice applicable in their marketplace and generally strive towards best practice particularly in the use of chemicals and pesticides. Suppliers must have certification to a recognised standard that is appropriate to their operation. This can include BRC, GlobalGap, EurepGap, Red Tractor and LEAF Marque.



- Residue test results from an accredited laboratory must be recorded and documented actions must be retained for a minimum of 2 years. Suppliers must possess and adhere to a list of the current applicable Maximum Residue Levels for the UK market and must have a robust system of traceability from seed to end product in place.
- The above apply to all produce regardless of whether it is fresh, frozen or ambient produce or an ingredient of a composite dish. It applies to manufacturers, importers, traders, agents and producers.

### **Antibiotics**

There is global recognition that there is an increasing need for a more responsible use of medicines and antimicrobials/antibiotics. The spectre of antimicrobial resistance (AMR) increases due to over and inappropriate use in food producing animals and is a likely contributory factor in the increase in resistance to certain antibiotics in human medicine. If antibiotics are used at any point in the food chain of an ingredient then the Marston's supplier must have an antibiotic policy in place and be able to provide a copy when requested to do so. This includes dairy ingredients in finished products such as desserts, meal centres and sauces.

There are 3 approaches to using medicines and antibiotics in particular:

- *Prophylactic*: effectively prevention usage, given before evidence of disease appears.
- *Metaphylactic*: effectively control usage, given to a group of animals when there is evidence of disease in one or more of their group.
- *Therapeutic*: effectively curative usage, given to an animal or group of animals with evidence of disease.

There are many actions that have been taken and activities in progress to deal with the problem of AMR and a number of these have a bearing on how risk can be assessed by product category and geography. These include:

#### *Global action plans*

- The introduction of strategic antibiotic categorisations by the World Health Organisation (WHO). In 2005, they agreed that antibiotics should be classified into 3 categories- a) Critically Important Antibiotics (CIAs), b) Highly important (HIAs) and c) Important (IAs). The highest priority CIAs include the fluoroquinolones, 3rd and 4th generation cephalosporins, macrolides and glycopeptides. Both the fluoroquinolones and last generation cephalosporins are used to treat life threatening Salmonella and E. coli in humans. Both are used in food producing animals and resistant strains are now being identified.
- A global action plan coordinated by WHO and FAO promotes improved awareness and understanding of AMR; more surveillance and research; the need to decrease the incidence of infection in the first place; to optimise antibiotic use and to develop alternative strategies e.g. vaccines.

#### *National action plans*

- The UK has various initiatives coordinated through vets, industry (RUMA: Responsible Use of Medicines Alliance) and academic research.
- EU - all growth promoters were banned in 2006.

#### *Industry action plans*

- RUMA in the UK promotes the 4 key control principles of a) reviewing biosecurity (e.g. introduction of new animals, screening for disease, equipment disinfection); b) reducing





stress (e.g. improved housing, reduce stocking rates); c) good management and hygiene; and d) good nutrition.

- UK poultry sector - voluntary ban on 3rd and 4th generation cephalosporins, decreased use of fluoroquinolones and restricted use of colistin.

#### *Quality Assurance Schemes*

- GlobalGAP in Beef, Lamb and Dairy bans the use of 3rd and 4th generation cephalosporins and fluoroquinolones.
- Arlagarden (Arla's own QA scheme) - requires the use of selective rather than blanket dry cow therapy for dairy cows.
- GlobalGAP - prohibits the prophylactic use of antibiotics in pig systems.
- Red Tractor - routine use of fluoroquinolones is not permitted in broiler chicks and 3rd/4th gen cephalosporins are not permitted at any time.
- GlobalGAP - CIAs not permitted in poultry systems unless in high mortality situations and after sensitivity testing.

Marston's policy is to ensure that antibiotics are only used when prescribed by a vet to prevent discomfort or treat illness or when a vet prescribes them for metaphylactic use and no growth promoters are allowed in any medicine or animal feed. All animal medicines must be authorised for use, used appropriately and records kept for 5 years. This extends to pigs, cattle, sheep, poultry, fish, dairy and eggs in their raw state and where used as ingredients in composite dishes. It is the supplier responsibility to check through the tiers of the supply chain to ensure conformance. Suppliers to Marston's must be able to demonstrate:

- That they are aware of the extent of antibiotic use in the products supplied.
- Have a policy on antibiotic use.
- The antibiotics used and the reason for use by product supplied.
- That they are monitoring the overall use of antibiotics.
- Antibiotic reduction targets are in place and where possible provide historical tracking information.
- Whether antibiotics are used for therapeutic reasons only or used for disease prevention/growth promotion use.
- That they follow the Responsible Use of Medicines in Agriculture (RUMA) guidelines.

## 4.5 Sustainability and Environmental Policies

### Sustainability

- Suppliers must ensure raw materials are obtained from sustainable sources.
- Reduce their carbon footprint by sourcing locally and minimising food miles.

### Palm Oil

- All palm oil used in Marston's products must be RSPO certified.
- Palm oil is the most widely used vegetable oil in the world and has the highest yield when compared to other oil crops per hectare of land. If produced and sourced sustainably, palm oil can play an important role in providing for the growing demand for vegetable oil.

### Environment

Suppliers must ensure the following:

- Waste and pollutants are minimised and disposed of in an efficient, safe and environmentally responsible manner.
- Energy usage is minimised.
- Comply with international, national and sector codes of practice concerning the use of chemical products, including pesticides.
- 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.
- Suppliers must avoid contamination of the local environment and ensure that air, noise and odour pollution is within nationally defined limits.

### Waste

Suppliers must where possible:

- Apply waste hierarchy to their business operation and production chain.
- Avoid sending waste to landfill.
- Minimise packaging in products and distribution.
- Minimise the use of plastic and where possible, substitute for materials that have lower environmental impacts.
- Eliminate difficult or unnecessary single use packaging through better design.
- Make 100% of plastic packaging reusable or recyclable or compostable by 2025.
- 30% of all plastic packaging to be made from recycled material by 2025.
- Ensure all non- plastic packaging is recyclable and easily segregated.

### Business Continuity

All Marston's suppliers are required to provide evidence of their continual supply chain risk management and commitment to the continuation of supply. This can be provided in the form of business continuity plans, disaster recovery plans or other available evidence.

In some instances our business critical suppliers will be subject to a Business Continuity audit carried out by internal auditors and at no cost to the supplier.

## 5. Ethical Trading

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### **Ethical Business Practices**

- Marston's maintains high ethical standards in carrying out its business activities and therefore will only trade with suppliers who adopt ethical business practices and adhere to strict principles that do not compromise our integrity and honesty.

### **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.

### **Health and Safety**

- Suppliers are required to adhere to all national and local Health and Safety regulations. Suppliers must ensure they conduct their business in line with industry best practice in their specific field.

### **Pay**

- Wages and benefits must be at least fully comparable with local industry benchmarks or national legal requirements, whichever is higher. Wages must always be sufficient for basic needs whilst 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 as to the payment process. Wages must be paid directly to the workers in the form of cash or cheques or into the workers' nominated bank account. 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 if 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 on a regular basis; 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 law. Individual workers should have on average at least one full day's rest per 7 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 in place to deal with serious injuries.
- Suppliers must complete fully documented risk assessments of their sites and accommodation provided, and regularly monitor 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 with 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 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 essential items of climatically appropriate protective clothing and safety equipment free of charge to their workers.
- 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, these must conform to the minimum standards set down in the appropriate national transport legislation. In the absence of such legislation, the management must make every reasonable effort to minimise risk to the workforce whilst transporting them.
- Food, beverages and domestic goods offered for sale to workers must be at price levels no higher than those prevailing nationally.



### **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 either:
  - younger than the applicable legal minimum age of employment. OR
  - younger than the age of completion of compulsory education, whichever is higher.
- In any event, our suppliers are absolutely prohibited from the employment of those under the age of 15.
- Young workers are distinguished as those between the ages of 15-18. We expect our suppliers to give particular focus to the health and safety and educational needs of young employees.
- Young people aged between 15 and 18 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 Marston's 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. We absolutely do not agree to purchase any products from any supplier produced through forced, bonded or involuntary labour. We will not tolerate slavery and human trafficking by any of our suppliers for Marston's, or any other purpose, and fully expect our suppliers 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 I.D. papers unless it is a legal requirement to do so. In all circumstances these must be returned promptly upon 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, nor discriminate against 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 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 of 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.

## 6. Product Supply, Rejection, Recall and Cost Recovery

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### Delivery Times

- Deliveries, both directly to pubs or to our Distribution Centres, must take place within agreed delivery times.

### Delivery Temperatures

- The following temperature requirements apply to all frozen or chilled food deliveries:
  - Chilled Goods: 1-5°C.
  - Frozen Goods: -18°C or below.
- Frozen or chilled goods that fail to meet temperature requirements will be rejected. Previously rejected stock will not be accepted on redelivery without the written authority of the Marston's Compliance Team. Rejected deliveries will be recorded as delivery failures, and will be liable to cost recovery.

### 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 cases must be labelled with:
  - Product code (both supplier and Marston's where possible).
  - Description.
  - Pack size – all case size and product weight changes must be notified to Marston's at least 6 weeks before the change is due to happen. This will prevent any deliveries being rejected.
  - Date code - Suppliers must not mix date codes of the same product on a pallet and under no circumstances have shorter dated product hidden in the centre/core of a pallet.
  - Storage temperature e.g. 'Store at or below -18°C.
  - Specific special handling instructions.
- Any products that fail to meet the agreed specification e.g. mouldy or damaged, will be rejected by the pallet i.e. if there is one affected case the pallet will be rejected. 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. Once unloaded, goods will be checked against the delivery sheet.

### Vehicle Requirements

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



- 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.
- Marston's expect all frozen items to have a minimum of 9 months shelf life from point of delivery and ambient products to have 12 months. Anything less than this should be discussed with Marston's Supply Chain before delivery is made.

### **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.

### **Rejection and Recall**

Safety and quality issues resulting in rejections or full recalls from pubs within Marston's is considered a material breach of contract.

We will recall a product when:

- The product is unsafe for human consumption.
  - The product quality is at such a level that consumption could be commercially damaging.
  - A foreign body is found and believed to have come from the manufacturing process.
  - A significant number of complaints from pubs through the Catering Hotline.
  - At the request of the manufacturer.
- 
- Marston's will communicate the need to recall both verbally and in writing to the supplier.
  - Where a product is recalled from pub we will give pubs 7 days to return stock to depot.
  - The supplier will then need to collect recalled product from depot within 7 days.
  - Marston's and A F Blakemore will confirm the quantity to be collected and the credit required – credit should be forwarded to A F Blakemore within 30 days.
  - It may be necessary to recoup costs from the supplier for loss of sales/reputation during the period product was not available – this will be discussed as each situation arises.

If a supplier is aware of a problem with a product that requires recall then they should contact the catering hotline on 01902 329133 as soon as they are made aware of the problem themselves.

### **Supplier Responsibility**

- It is the responsibility of the supplier to notify Marston's immediately if it becomes aware of any defective goods which have been supplied to the Distribution Centre or pub directly.
- Defective goods are defined as any goods that are unsafe or unfit for consumption, use or which fail to comply with the specification. This will include, but is not limited to:
  - Product safety, quality or legality.
  - Foreign objects or infestation.
  - Product labelling.
  - Product packaging.
- In the event that the Supplier notifies Marston's of any defective goods, or Marston's has reasonable grounds to believe that any of the Supplier's goods are defective.





- Marston's may, at its sole discretion, recall all affected goods or agree a course of remedial action with the Supplier.

The following information must be provided when reporting defective goods:

- Batch numbers.
- Product details.
- Product code and date codes.
- Full description of the problem.
- Amount of goods affected.

### **Customer Complaints**

Marston's receive quality complaints from pubs and customers who visit them. Together with our suppliers we need to ensure that every complaint is thoroughly investigated and that the customer is responded to in a timely manner. Any complaints left unresolved for too long generate a negative impression for the customer.

- Any complaints on product quality or foreign bodies will be directed from our Catering Hotline. The hotline operates 7 days a week, 365 days a year from 9am until 5pm. Pubs contact us via email or phone with any product issues they may have.
- The Catering Hotline will forward any complaints they receive via email to the technical contact they have details on file for. We will forward information to include date codes, batch code, product code, nature of the complaint, photographs (if available) and pub contact details. The product/foreign body in question will be held at the pub.
- It is the supplier's responsibility to make contact with the pub by phone within 24 hours of being notified of the problem.
- The supplier should make every effort to collect any affected product/foreign body to enable them to complete a full and thorough investigation.
- The supplier must provide a written response to every complaint within 7 working days to [cateringhotline@marstons.co.uk](mailto:cateringhotline@marstons.co.uk) using the subject header given in the original complaint email from Marston's so that the response can be automatically filed. The response does not need to be sent to the pub as Marston's will handle that communication.
- Where credit is due to the pub for the affected product this should be covered in the response. Marston's will then arrange the credit with A F Blakemore. Suppliers are not to send cheques, vouchers or cash to the pub as recompense for the complaint. Where replacement product is offered to the pub the supplier must arrange direct delivery of said product to the pub – we cannot arrange this via A F Blakemore.
- Suppliers are only to contact the pub who raised the quality problem, they are not to make contact with the actual customer.