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## J D Wetherspoon's supplier charter

### 1. Introduction

Wetherspoon is committed to engaging and working with suppliers fairly and lawfully.

Where a significant risk is identified in supply chains (health and safety, food safety, ethical and environmental), we will work to develop effective risk management and monitoring and engage with, and support, suppliers to successfully resolve issues.

The contents of this document set out the requirements of working with Wetherspoon, as well as those policies and procedures applicable to suppliers. Suppliers are expected to comply with the relevant sections or, if unable to do so, explain their position and, where appropriate and necessary, propose and reach an agreement on an alternative approach.

This supplier charter is in addition to, not in lieu of, the provisions of any legal agreement or contract between J D Wetherspoon and a supplier.

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### 2. Business management principles

#### a) All suppliers

#### Suppliers' contracts

No supplier's agreement or contract should be taken as a legally binding commitment by Wetherspoon, unless it has been approved by the company's purchasing meeting.

#### Suppliers' insurance

Suppliers must have public and product liability insurance with a £10-million indemnity, unless a higher level is defined in their contract. This must be verifiable annually.

#### **Ordering**

Wetherspoon operates a no-purchase-order-no-payment system. All goods must be purchased using a purchase order.

#### **Payments**

All approved payments are made in line with the agreed payment terms.

#### Confidentiality

Suppliers have a responsibility to keep confidential information safe. Suppliers may not disclose any J D Wetherspoon confidential information to anyone, except those with a 'need to know'. If in doubt, and in advance of any disclosure, suppliers should take advice from Wetherspoon. Confidential information includes any information made available to a supplier or to its subcontractors and any information relating to Wetherspoon which is acquired or accessed while performing its duties for Wetherspoon, including the existence of a supply agreement itself. Wetherspoon's confidential information may be used only in the ordinary course of performing contracted services and may not be used for advertising or business promotions, without our prior written consent.

#### Whistleblowing

Wetherspoon encourages all suppliers, and their employees, to report and disclose genuine and serious wrongdoing, so that the company can deal, internally, at an early stage, with any improper activities and investigate accordingly.

All whistleblowing should be reported to whistleblowing@jdwetherspoon.co.uk or, if you wish to report your concern in writing, send any correspondence to: Company Secretary, J D Wetherspoon, Wetherspoon House Reeds Crescent, Watford, WD24 4QL

Wetherspoon will not penalise, or tolerate any retaliation against, any suppliers or employees who speak up about their concerns.

### Gifts and hospitality

All suppliers are expected to comply with the Bribery Act 2010 and have an antibribery and anticorruption policy. Wetherspoon's employees are not permitted to accept any kind of gift or hospitality – and the company asks that suppliers do not offer these. Suppliers are asked not to pay for any subsistence, travel or accommodation for Wetherspoon's employees. See: *Antibribery and anticorruption policy* 

#### Standard operating procedures (SOPs)

SOPs underpin all of Wetherspoon's business processes. Suppliers may be asked to contribute to the content of these and, where required, adhere to these procedures.

#### **Product specification**

All specifications must be approved by the company. Food and drinks specifications, including detailed nutritional, allergen and carbon information, must be uploaded to the product-management system, with any subsequent changes made only with the consent of the company.

#### Distribution

Wetherspoon has a national distribution centre (NDC) in Daventry, operated by DHL. All food, some drinks and some non-consumable products, for the pubs and hotels in England, Scotland and Wales, are delivered to the NDC. There is a separate distribution centre for the pubs in Northern Ireland and the Republic of Ireland. There are several nominated distributers for drinks products in the UK and Ireland. See: *Appendix 1 – Distribution* 

#### Suppliers' audits

The Wetherspoon audit team conducts routine reviews with suppliers, through both prearranged and unannounced audits, for ethical, technical and animal welfare standards. The length of any audit will depend on the size, scale and complexity of the business. All reasonable efforts are made to cause minimal disruption to suppliers' businesses. For unannounced audits, auditors will expect to have unrestricted access to the supplier's business within 15 minutes of arrival.

See: Supply chain audit policy

#### Product rejection and recall

Wetherspoon expects suppliers to notify the company immediately if they become aware of any defective products being supplied. These are products which are unsafe, unfit for consumption or fail to comply with the agreed specifications (including packaging). The company will use reasonable efforts to work with suppliers, where possible, although it reserves the right to recall products on quality or safety grounds, at its sole discretion.

See: Product rejection and recall policy Foreign object detection policy

### b) Additional requirements for food and drinks suppliers

#### HACCE

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

#### Supplier evaluation

Wetherspoon holds regular quality-assurance (QA) and product-evaluation meetings to review supplied products. Suppliers are expected, when invited, to attend these meetings.











### Recognised food safety scheme

Wetherspoon requires food suppliers to be accredited to the British Retail Consortium (BRC) certification, or recognised equivalent, at an accreditation grade of A or above. If an existing supplier is regraded and falls below a grade A, it should notify the company immediately – and the company will work with it to implement a remedial plan.

#### Animal-sourcing and welfare

Wetherspoon recognises that animals are sentient beings and that animal welfare is a business issue. The company will strive to ensure the highest-possible animal-welfare standards and commits to seeking ways, over time, of improving animal welfare and providing transparency to customers about the provenance of the food served.

Food suppliers are required to comply with:

- · Farm animal welfare policy
- Antibiotics policy
- Sourcing policies

### **Product validation testing**

In order to ensure that products adhere to the approved specification, Wetherspoon carries out validation testing using UKAS accredited laboratories, including calorie calculations.

Relevant products are tested for the presence of acrylamide.

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

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

#### Sedex

Sedex is one of the world's largest organisations for helping companies to manage responsible sourcing in their supply chains. Wetherspoon requires all product suppliers (food/drink/non-consumables) to be Sedex members and to complete an initial self-assessment questionnaire (SAQ).

See: https://www.sedex.com/

#### Non-permitted products and ingredients

The following are not permitted in any product or ingredient supplied to Wetherspoon:

- genetically modified organisms
- trans fats
- · artificial colours or flavours
- monosodium glutamate (MSG)
- titanium dioxide (used in some edible glitters)
- any tree nut, nut or nut derivative (including, but not limited to: peanut, walnut, hazelnut, almond, cashew, pecan, pistachio, pine nut); packaged nuts are permitted
- · foie gras







### 3. Supplier code of conduct

The supplier code of conduct sets out Wetherspoon's expectations of all suppliers, to ensure that all workers involved in the company's supply chains, contractors and business services are treated honestly, ethically and responsibly – that they are treated well, with fair pay and good working conditions.

Wetherspoon sources products and services from many different countries and suppliers. It would be impossible for the company to monitor all supply chains and every individual involved. Therefore, the company has set agreed minimum standards and expects suppliers (within their own operations) to conform to them.

These agreed minimum standards apply to all suppliers, across all countries and different jurisdictions from which products and services are sourced. Wetherspoon expects suppliers to be fully responsible for implementing these standards and to be accountable for any non-compliance. Where necessary, Wetherspoon will work with suppliers to assist with compliance; however, if required changes are not made or a supplier refuses to comply, the company will impose strict sanctions and may cease to trade with that supplier.

In compiling these principles, Wetherspoon has made extensive reference to the:

- UN International Labour Convention codes of practice.
- · Ethical Trading Initiative Base Code.
- Global Social Compliance Programme Reference Code.
- · Modern Slavery Act.

All suppliers are expected to familiarise themselves with this legislation.

#### Legal compliance

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

#### **Employment and fair wages**

Wages and benefits must be at least fully comparable with local industry benchmarks or national legal requirements, whichever is the higher.

Wages should be paid:

- in full and on time, at agreed intervals.
- directly to workers, in the form of cash, cheque or into their nominated bank account.
- without deductions, other than those required by law, unless there is the express agreement of the worker concerned.
   Deduction from wages for disciplinary purposes must not be permitted.

Workers should be paid equal pay for equal work.

Before entering into employment, workers should be informed about the payment process. Information relating to wages must be available to workers in an understandable form.

#### Working hours and annual leave

Working hours should conform to industry benchmarks and legal requirements. Hours must not be excessive and must include proper provision for sleep and resting time.

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

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

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

#### **Working conditions**

Working conditions should be suitable, safe and hygienic, complying, at the very minimum, with legal requirements and local standards. Adequate steps should be taken to prevent accidents and injury to health arising out of, associated with or occurring in, the course of work.

Suppliers must have:

- · appropriate procedures to deal with serious injury.
- fully documented risk assessments of their sites and accommodation provided, with regular monitoring of risks posed to workers' health and safety.
- a senior manager responsible for health and safety issues.
- procedures to consult employees to seek their contribution in assessing the site's health and safety and in developing health and safety standards.
- adequate safety training and supervision health and safety training must be commensurate with the supplier's own health and safety responsibilities and with the risk of hazard to which employees are exposed.
- records of safety training which must be available for inspection on request.

Workers must be supplied, free of charge, with:

- essential items of climatically appropriate protective clothing and safety equipment.
- access to potable drinking water, clean toilets and washing facilities.

Where dedicated transport is provided for the movement of the workforce to, from or within the workplace, it must conform to the minimum standards set by local or national legislation. Management must make every reasonable effort to minimise any risk to workers while transporting them.

Where food, beverages or goods are offered for sale to workers, the prices must be no higher than those prevailing nationally.







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### Living conditions/accommodation

Where accommodation is provided, it must be clean, safe (health, sanitation, electrical, mechanical, fire and structural safety) and meet the basic needs of workers, including secure storage facilities and a range of mixed-gender and family accommodation, as appropriate, for the number of workers housed.

#### In addition:

- an evacuation plan must be displayed prominently.
- facilities should have been designed and built for human habitation and away from main factory and production buildings.
- any charges for rent and food must be reasonable and benchmarked against local cost and wage levels.
- each worker must be provided with an individual sleeping bed or mat, with sleeping quarters having adequate lighting.
- workers must be allowed to leave and enter freely during time off work, subject to reasonable restrictions imposed based on considerations of safety.
- · there must be access to potable water.
- adequate toilet and shower facilities must be provided, segregated by gender and maintained in a hygienic condition.

#### Employment of children and young people

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

#### Suppliers must not:

- employ any worker who is younger than the applicable legal minimum age of employment.
- employ any worker under the age of 15 years (or 16 years within the United Kingdom).
- permit young people (aged 15–17 years) to work throughout the night or under potentially hazardous conditions.

If a supplier discovers that children have been employed, the supplier is expected to cease the practice immediately and provide remediation for the children involved, including support for them to attend and remain in quality education, until they are no longer a child. The supplier should notify Wetherspoon immediately 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.

#### Suppliers must not:

- subject any workers to forced, bonded or involuntary labour.
- require workers to lodge deposits or ID papers, unless it is a legal requirement to do so. In all circumstances, these must be returned promptly, on cessation of employment.

Wetherspoon will not tolerate slavery or human-trafficking by any supplier and fully expects suppliers to take active steps in ensuring the same.

See: Modern slavery statement

# Freedom of association and employee representation 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.
- not interfere with, or attempt to dominate or control, such bodies or discriminate against those workers choosing to belong to them.
- 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.
- share information with employees which will affect working conditions and develop mechanisms for consultation.

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

#### **Humane treatment of workers**

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

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

#### **Equality of treatment**

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 or membership
- · union, or non-union, membership
- religion or caste

Workers must not be subject to undue stress by being expected to perform duties incompatible with their physical or mental abilities.

### Regular employment

- Work performed must be on the basis of a recognised employment relationship established through national law and practice.
- Migrant, contract, part-time workers and home-workers must receive the same rights, benefits and opportunities for advancement as other workers performing similar activities.
- Where subcontractors or agencies are used, the employment terms and labour standards for their workers must be formally understood and acknowledged by the supplier and through the use of service-level agreements and/or contracts.

### Communication and suppliers' conferences

Supplier conferences are held from time to time. All suppliers are invited to attend.







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## 4. Antibribery and anticorruption

The company conducts all business in an honest and ethical manner and with a zero-tolerance approach to bribery and corruption. The company is committed to acting professionally, fairly and with integrity, in all of its business dealings and relationships.

See: Antibribery and anticorruption policy





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### 5. Environment and sustainability policy

Wetherspoon is committed to operating ethically and sustainably and to finding ways, over time, to reduce carbon emissions. We promote recycling throughout the business and try to reduce energy consumption.

It is the company's aim to:

- increasingly minimise our environmental impact and reduce carbon emissions.
- minimise energy consumption and maximise efficiency.
- promote efficient purchasing to minimise waste and allow for material-recycling.
- adopt efficient waste-management strategies, to maximise reuse and recycling and minimise general waste.
- minimise any emissions or effluents which may cause environmental damage.

#### **Net-zero emissions**

The company has committed to achieving net-zero emissions in the UK and Ireland by 2050 and will, if possible, reach this goal sooner.

In January 2023, the company committed to the **Science Based Targets initiative (SBTi)** for all pub operations and the global supply chain, in line with avoiding the worst effects of climate change. Agreeing on science-based targets will ensure that the company follows a credible and scientifically verified carbon-reduction pathway.

Under SBTi, J D Wetherspoon commits to:

- reduce absolute scopes 1 and 2 GHG emissions by 80% by FY2033 from an FY2019 base year.
- reduce absolute scope 3 GHG emissions by 59% with the same timeframe.
- reduce absolute scopes 1, 2 and 3 GHG emissions by 90% by FY2050 from an FY2019 base year.
- reach net-zero GHG emissions across the value chain by FY2050.

Note: The SBTi is a partnership among the Climate Disclosure Project, the United Nations Global Compact, the World Resources Institute and the World Wide Fund for Nature to drive ambitious climate action. It enables companies to set science-based emissions reduction targets.

Environmental issues, including climate change, cannot be tackled in isolation and require an integrated and co-ordinated approach.

The company has a carbon action plan, updated at least annually, detailing the various initiatives being planned or under way to reduce carbon emissions.

#### Reducing carbon emissions - scope 3

Scope 3 is the largest contributor to the company's overall emissions, representing an estimated 89% of Wetherspoon's total output. However, measuring carbon emissions in the supply chain is complex.

Reducing Wetherspoon's scope 3 emissions, ultimately, will rely on a partnership approach with all of the company's UK and worldwide suppliers and on their plans to reduce carbon emissions.

#### Suppliers' environmental management

Suppliers are responsible for managing, measuring and minimising the environmental impact of their operation and, over time, reducing their carbon emissions.

Suppliers are expected to have, and be working to, a credible plan for reducing carbon emissions across scopes 1, 2 and 3, including energy consumption reduction, minimise waste and maximise recycling and reducing water usage.

As part of the contract process (initial and renewal), suppliers will be required to respond to the following questions:

- Do you have a person/team with responsibility for sustainability? What is that person/team's role?
- Provide a copy of your sustainability plan/strategy. How often is it reviewed?
- Do you have any public commitments or ambitions on sustainability?
- What are your emissions reduction targets (including timeframes)?
- Have you measured your company's carbon footprint for scopes 1, 2 and 3? Can you share the data with us? How often do you review the data?
- Where are your major emissions hotspots?
- · What is your plan to reduce these hotspots?
- Have you completed a life cycle analysis (LCA) on those product(s) you are supplying? If 'no', do you plan to do so?
- How are you engaging with other stakeholders on your sustainability journey?
- Do you have any carbon or non-carbon initiatives of which we should be aware?

#### Calculating carbon emissions

Suppliers will be required to calculate and provide details of the carbon emissions for all products which they provide.

Where possible, an **LCA for an individual product** should be provided – the most accurate measurement, as it assesses all environmental impacts associated with all stages of the product's life cycle. This could include raw material extraction, processing, manufacture, distribution, preparation for service (cooking/chilling), recycling or final disposal of the materials composing it (including packaging).









If there is no LCA available, suppliers should use the scope 3 GHG measurement and reporting protocols for food and drink (WRAP)¹ – a consistent methodology for businesses to measure greenhouse gas (GHG) emissions – generic product data which takes account of the location of production and possibly transportation and animal feed.

If the products supplied are not included within the WRAP reporting protocols, suppliers should refer to the generic emission data provided by the British Retail Consortium (BRC).

### Applicable policies

- Biodiversity policy
- Deforestation policy
- Water stewardship policy
- Waste management policy

#### Packaging standards

Suppliers should consider the environmental impact of packaging when designing products, by:

- · eliminating unnecessary packaging materials.
- · reducing the volume of any materials used.
- · reusing packaging.
- · minimising the volume of 'empty space' in packaging.
- ensuring that materials are sustainably sourced, in line with other relevant policies.
- substituting materials for more environmentally friendly options (eg increased recycled content; avoiding non-renewable materials; minimising the use of mixed materials).
- · eliminating unnecessary single-use plastics.

The preference is to use only packaging which can be:

- reused.
- · recycled.
- · composted.
- ..or is biodegradable.

#### Packaging reuse (circular waste)

Suppliers are encouraged to make deliveries to the national distribution centre in Daventry in reusable packaging, eg tote boxes, trays and other containers, which can then be returned to the supplier (back hauling) during their next delivery.

All wood and paper products are to be sourced from certified sustainable sources, eg the Forest Stewardship Council (FSC) or Programme for the Endorsement of Forest Certification (PEFC) by the end of 2025.

See: Product-labelling policy

Waste and Resources Action Programme: www.wrap.org.uk
For specific information on measuring emissions: https://wrap.org.uk/resources/guide/scope-3-ghg-measurement-and-reporting-protocols-food-and-drink





### Management responsibility for farm animal welfare

James Ullman, personnel and audit director and an executive board member, has responsibility for ensuring that all suppliers comply with the supplier charter, including the animal welfare policy. Senior Wetherspoon managers, with responsibility for overseeing the purchasing, catering, quality-assurance and distribution functions and personnel, have the mandate to ensure that high standards of animal welfare are adhered to in the supply chain.

Animal welfare is included in the company's business process review meetings, chaired by the chief executive, with directors and representatives from the purchasing, catering, quality-assurance and distribution functions present.

See: Farm animal welfare policy Antibiotics policy





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### 7. Sourcing policies

The following policies set out the standard for all new suppliers.

Where standards change, existing suppliers may be given a period of time to achieve the required standard.

Compliance with the required sourcing policies is monitored and reported at least annually - see the annual report's supplement for further information.

Product and/or ingredient	Sourcing policy
Chicken	British chicken must be Red Tractor Assured.
	All other chicken must be assured under the applicable country schemes, eg the Certified LR Poultry Standard, and compliant with EU regulations.
	The Wetherspoon chicken-sourcing policy is aligned¹ with the Better Chicken Commitment and applies to all purchased chicken, including chicken as an ingredient.
	Suppliers must commit to the 'five freedoms' as defined by the Farm Animal Welfare Committee (2009).
	The policy statements below set out time-bound limitations of the expected animal welfare standards for the supply of chicken, based on the Better Chicken Commitment. All dates detailed are to the end of the calendar year. Unless progress steps are defined, the standard is met currently. Suppliers/producers will comply with all EU animal welfare laws and regulations, regardless of the country of production.
	Antibiotics
	Current – Critically important antibiotics (currently used for human medicine and defined as the highest priority by the World Health Organization (WHO)) to be used as a last resort only and where animals' health and welfare may otherwise be compromised. No critically important antibiotics given the highest priority by WHO to be used.
	2026 – Reduction in line with J D Wetherspoon's antibiotic reduction strategy.
	Antibiotic reduction strategy  No prophylactic use of antibiotics in the rearing of chickens used for supply. Suppliers/producers must have a published antibiotic reduction strategy, updated each year and provided to the company.  The use of growth promoters is strictly prohibited across all of our livestock supply chains, including chicken production. No poultry derived from a cloned animal or subsequent generations is to be used.
	Confinement
	<ul> <li>Current – 100% of chicken flocks to be raised cage free</li> <li>2026 – 100% of chicken flocks to be raised cage free and without the use of multitier system</li> </ul>
	Stocking density  Current – Must not exceed 33kg/m²  2026 – Must not exceed 30kg/m²
	Breeds The breeds considered to have higher welfare outcomes are Hubbard JA757, 787, 957, or 987, Rambler Ranger, Ranger Classic and Ranger Gold and others which meet the criteria of the RSPCA Broiler Breed Welfare Assessment Protocol.  • Current – at least 25% of supply must come from breeds with high welfare outcomes
	<ul> <li>Environmental standards – light</li> <li>Current – Min 20 lux</li> <li>2026 – Min 50 lux, including natural light</li> </ul>

### <sup>1</sup>With the following exceptions:

- Third-party audits (all supplier audits are completed by J D Wetherspoon-trained and -employed auditors). 100% of chicken flocks are from higher-welfare-outcome breeds.

Perch space



2026 – At least two metres of usable perch space and two pecking substrates per 1,000 birds



Chicken	Air quality Requirements are laid down in Annex 2.3 of the EU broiler directive and are regardless of stocking density. Concentration of ammonia (NH <sub>1</sub> ) will not exceed 30ppm.  When external temperature exceeds 30°C in the shade, internal temperature will be no more than 33°C. When external temperature is below 10°C, average internal relative humidity, measured inside the house over 48 hours, will not exceed 70%.  Thinning Thinning is to be discouraged. 2026 – Limited to one thin per flock  Beak-trimming Current – Hot-knife method prohibited 2026 – No beak-trimming  Live transport times Must not exceed eight hours. Live exports are prohibited.  Lairage conditions  After being assessed, birds must be unloaded and slaughtered as soon as possible after slaughterhouse arrival. If birds are not killed straight away, they must be provided with:  drinking water, suitable enough for the number of birds.  feed, if not slaughtered within 12 hours of arrival; after that, at regular intervals, suitable enough for the number of birds.  enough space to house all animals; if in containers, they must be stable, must not allow excreta to fall on the animals below and must be suitably ventilated.  an environment which keeps them safe from potential injury and predators.  shelter/shade from extreme weather.  protection from sudden noises.  lighting suitable for inspections to be carried out.  natural or mechanical ventilation to protect them from extreme temperatures, as well as from harmful levels of humidity and ammonia.	
	multiphase systems, or effective electrical stunning without live inversion, will be adopted.	
Turkey		
Duck	Duck must be sourced from British farms which conform to the Red Tractor Assurance for Farms – Duck Standards. The code of recommendations for the welfare of ducks (DEFRA) must also be followed. Included in the code are recommendations on accommodation design, space, standards, stockmanship and emergency precautions.  Foie gras is not permitted.	
Lamb	New Zealand lamb – produced under the Alliance Group Farm Assurance Programme (designed to ensure that suppliers consistently meet high food and animal welfare standards in their farming practices).  British lamb – from farms operating under the Red Tractor Farm Assurance scheme or Farm Assured Welsh Livestock Scheme.  Australian lamb – from farms operating under the Australian Animal Welfare Standards and Guidelines for sheep.  All lamb outdoor reared, free range and (where possible) pasture fed.  No rearing using confinement systems for livestock.  All lamb free from genetic modification.	

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Beef	All beef must be from the UK or Ireland.  Farms in the UK and Ireland must operate under the Red Tractor and/or Bord Bia quality-assurance schemes which promote best farming practices.  Farmers must provide adequate animal shelter from rain/sun, particularly at vulnerable times, such as calving. The majority of the animals' diet must comprise grazed grass and grass-based winter forages.  Cattle should be provided with species-specific enrichment activities.
Pork	Pork products must be sourced from within the UK and EU, conforming to the appropriate national standards, based on Council Directive 2008/120.  The minimum space permitted, per pig, is 2.25m².  For outdoor-breeding pigs, the stocking density must not exceed 30 sows per hectare.  The use of sow stalls is not permitted.  Farrowing crates are not permitted for sows, with the exception of a maximum period of five days before birth to 28 days afterwards.
Fish and shellfish	Fish and shellfish may be wild sourced or farm sourced.  Cod and haddock must be sourced from Marine Stewardship Council (MSC) fishing grounds in the North Atlantic.  The company has achieved, and is committed to maintaining, an MSC Chain of Custody certification.  Scampi must be sourced from UK and Ireland fishing grounds with a minimum average Marine Conservation Society (MCS) score of 3.2.  Tuna must be dolphin friendly, caught using purse seines and free from any fish aggregating device (FAD).  Farmed fish (including fish used as an ingredient) must have been reared and harvested in controlled water environments certified by the Aquaculture Stewardship Council (ASC).
Palm oil	'Palm oil' refers to any product which contains palm oil or palm kernel oil, including all raw materials, intermediate ingredients, fractions and derivatives used in food and personal care or cleaning products. For cooking purposes – roundtable sustainable palm oil (RSPO)-certified oil, meeting the global production and supply chain requirements for sustainable palm oil. Wetherspoon will complete traceability tests with suppliers, back to first importer.  All palm oil used as an ingredient in supplied products must be RSPO certified. No new products are listed without this certification. This includes palm oil products or derivatives, such as cleaning or personal hygiene products.
Soy as an ingredient	All soy used as an ingredient or compound ingredient, including soy oil, in the supply chain must be certified as sustainable according to a recognised certification scheme, such as Round Table on Responsible Soy Association (RTRS) and ProTerra; these are the most comprehensive and widely accepted associations working towards assuring sustainable sourcing of soy.  No new product will be listed which has soy as an ingredient, if the origins cannot be confirmed as sustainable. Suppliers are encouraged to work towards achieving 100% traceability of soy to the farm on which it was grown.  Wetherspoon will conduct traceability audit tests with suppliers on the origins of soy as an ingredient.
Soy as animal feed	All soy used as animal feed in the supply chain must be certified sustainable, according to a recognised certification scheme, such as Round Table on Responsible Soy Association (RTRS) and ProTerra; these are the most comprehensive and widely accepted associations working towards assuring sustainable sourcing of soy.  Sustainable soy policies and/or practices ensure that soy is not coming from areas of existing or formed rainforests, primary forests, high-conservation-value lands, high-carbon-stock forest areas or illegally deforested areas in the Amazon Biome.  No new products will be listed without this certification for animal feed.
Eggs	All eggs (100% of eggs), including liquid eggs and those used as an included ingredient in supplied products, must be from hens reared in free-range systems and cage free.  Fresh whole eggs must be sourced in the UK, be RSPCA assured and display the British Lion quality mark.
Milk	All fresh milk (100% of fresh milk) must be sourced in the UK from cows reared under the Red Tractor Farm Assurance Dairy Scheme.  All cows (100%) must be untethered, with exercise provided daily. The prophylactic use of antibiotics and growth promoters is not allowed. See: <i>Antibiotics policy</i> The milk produced must be routinely tested for residual antibiotics.

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Coffee, sugar, cocoa and tea	Coffee: 100% Rainforest Alliance certified to the Sustainable Agriculture Network (SAN) standard, UTZ certified or Fairtrade.
	Sugar (for hot drinks and when used as an ingredient):
	100% Fairtrade certified or Bonsucro (formerly known as The Better Sugarcane Initiative – BSI) or Red Tractor Farm Assurance accreditation for sugar sourced in the UK.
	Suppliers are required to provide evidence of traceability down to sugar mill level.
	Cocoa (for hot drinks and when used as an ingredient):
	100% Rainforest Alliance certified to the Sustainable Agriculture Network (SAN) standard, UTZ certified or Fairtrade.
	Tea:
	100% Rainforest Alliance certified. Tea bags must be fully biodegradable and plastic free.
	Suppliers are required to provide documentary evidence confirming certification, where relevant.
Exotic fruits	Bananas – UTZ certified, Rainforest Alliance.
	Lemons, limes and other citrus fruits – class 1, vegan, using a plant-based wax.
Cotton	The term 'cotton' refers to all products containing cotton sourced within the supply chain. This includes suppliers of services involving the sourcing of cotton, such as bed linen and towels.
	All cotton to be sourced from certified sustainable sources, such as the Better Cotton Initiative or Cotton Connect's REEL standard, by the end of 2025.
	Achieve no deforestation across deforestation-linked commodities by the end of 2025 (2024 for products in Ireland and Northern Ireland).
Timber and wood fibre	The terms 'timber' and 'wood' refer to any product made from timber or wood-based items, including card, tissue, fibreboard, pulp and paper. The policy also applies to all timber and timber-related products used in construction, casing and furniture.
	All wood and paper products to be sourced from certified sustainable sources, eg the Forest Stewardship Council (FSC) or Programme for the Endorsement of Forest Certification (PEFC) by the end of 2025.
	Achieve no deforestation across deforestation-linked commodities by the end of 2025 (2024 for products in Ireland and Northern Ireland).





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### Appendix 1 – Distribution

The company has multiple distribution routes, with the main two being:

- direct distribution suppliers which deliver products directly to our pubs, whether using their own vehicles or those of a third party
- Wetherspoon's national distribution centre (NDC) in Daventry

#### **Direct distribution policy**

This policy applies to suppliers which deliver products directly to our pubs, whether using their own vehicles or those of a third party. Where a third-party distributor is used, the supplier must also conform to that distributor's supplier charter.

#### **Ordering process**

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

#### **Delivery and inspection**

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

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

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

Goods shall be deemed by Wetherspoon as delivered only if they are checked and signed for by a pub management team member. The supplier must ensure that wooden pallets, where used, are collected from the pub no more than one week following delivery.

### Beer suppliers

Where suppliers make beer deliveries, the supplier must also ensure that all empty kegs and barrels are collected from the pub at the same time. Suppliers of products delivered less than weekly shall ensure that empties are collected once a collection is requested by the pub management team.

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

#### **Delivery temperatures**

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

- Chilled goods: 0–5°C (with a tolerance up to 8°C, subject to Wetherspoon's authority to receive)
- Frozen goods: -18°C or below (with a tolerance up to -15°C, subject to Wetherspoon's authority to receive)

#### National distribution centre (NDC)

The NDC, in Daventry, is operated by DHL. All food, and some non-consumable products, for our pubs in England, Scotland and Wales are delivered to the NDC for onward distribution to the pubs by DHL. There is a separate distribution centre for our pubs in Northern Ireland and the Republic of Ireland.

On behalf of Wetherspoon, DHL is authorised to manage stock and suppliers' performance.

#### **NDC location and contact details**

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

Department	Phone number
Switchboard	01327 306200
Goods inwards	01327 306208
JDW provisions FLM	01327 306205
Inventory manager	01327 306227
Stock and ops FLM	01327 306256
Duty shift manager	07747 461279

All bookings need to be made using the following e-mail: jdw.booking@dhl.com

#### Suppliers' contact details

Suppliers are required to ensure that their contact details held at the NDC are up to date at all times.

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

Details must be sent by e-mail to jdw.ops@dhl.com (or, for escalation, call 07748 465341) – and recorded on the Smart Supplier web-based system.

Out-of-hours contact details may also be requested from stocked suppliers during seasonal periods or special promotional events.

### **Order placement**

Wetherspoon will place purchase orders with suppliers by e-mail. The purchase order (PO) document will include a PO number, the products and their Wetherspoon product codes, together with quantities and delivery date. Orders will be raised in line with demand and lead time.

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







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

#### For stocked suppliers:

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

#### For just-in-time (JIT) suppliers:

The deadline for order placement is 6.30pm on the day before delivery. JIT suppliers are required to indicate any limitations against this target order window. Orders will be placed Monday—Sunday, inclusive, for delivery between 1am and 10am the following day.

### **Booking-in procedure**

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

When booking in the delivery, any shortages or exceptions to the PO must be notified at this stage. PO number(s) must be quoted in all correspondence with the NDC. Provisions are open to take bookings during 8am–4pm Monday–Friday.

For delivery and booking in queries outside of these hours, contact: jdw.ops@dhl.com

#### For stocked suppliers:

Delivery timeslots are available Monday–Sunday, closed during 5am–6am and 5pm–6pm. Booking-in is required at least 48 hours in advance of the required delivery time. Delivery time slots are allocated on a first-come, first-served basis and are available on the hour only. If a specific timeslot is required, an early booking is recommended.

### For just-in-time (JIT) suppliers:

Delivery timeslots are available 24 hours a day. Any top-up or replacement product must be delivered by 3pm at the latest on the same day. In the event that this stock is not recovered, the supplier must deliver directly to the pub.

#### **Predelivery**

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

For fixed-booking deliveries (JIT suppliers), the unique booking reference will be issued when the purchase order is sent.

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

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

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

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

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

All delivery drivers must have adequate PPE, such as safety boots and high-visibility vest or jacket.

### Bank holiday/seasonal working

The NDC operates 365 days a year. Therefore, suppliers are required to provide deliveries across the week, including all bank holidays, as required.

#### **Delivery documentation**

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

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- PO number.
- · supplier delivery note number.
- · delivery date.
- · product code, product description and quantity.
- any other specific product-related detail, eg batch number, production date, shelf life, expiry date etc.

### **Product presentation**

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







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#### Food deliveries

- All 'mixed' product pallets must be stacked in layers, with segregation between each layer.
- · Case labels must be facing outwards and be visible.
- · All products must have a bar code.
- All cases must be labelled with:
  - product code (both supplier and Wetherspoon, where possible).
  - description.
  - · pack size.
  - expiry date.
  - storage temperature, eg 'store at or below -15°C'.
  - · specific special handling instructions.

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

#### **Temperature**

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

- Chilled goods: 0–5°C (with a tolerance up to 8°C, subject to Wetherspoon's authority to receive)
- Frozen goods: -18°C or below (with a tolerance up to -15°C, subject to Wetherspoon's authority to receive)

Temperature validation will be achieved by the following methods:

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

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

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

### Vehicle requirements

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

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

Vehicles/trailers must be able to accommodate NDC unloading trucks of a maximum of two tonnes (laden weight assuming 1 x 1,000kg pallets), ie the vehicle/trailer floor material and construction need to be able to support the trucks while unloading products. Hand pallet trucks, sit-on pallet trucks or container specification counterbalance trucks may be used.

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

#### **Product specifications**

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

#### Goods-in procedure - inbound deliveries

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

If the delivery is booked in and has arrived on schedule, the gatehouse will issue the driver with a Suzie lock and direct the driver to a specific unloading bay number or holding area.

In either case, once parked, the driver is required to report to the goods-in office and hand in the delivery notes and (if parked on the bay and ready to be unloaded) to hand over all sets of keys. If we are not ready to start unloading (ie chilled or frozen load), the driver will be asked to keep hold of the keys until we are ready to start unloading. The driver will then be issued with a pager, if required (eq if no phone number for the driver is available or it is a non-UK mobile number), and asked to wait in the vehicle or canteen while parked up; once the bay is available, the driver will be phoned or paged and asked to move to the bay. Once the vehicle is backed onto a bay, the Suzie lock must be attached to the air line and the cab locked, with all sets of keys (including Suzie lock key) handed to the goods-in office, before unloading commences. There will not be any unloading, unless the keys are handed in. This will enable the goods-in operatives to prepare to receive the delivery. Once keys are handed over, the driver is required to wait in the canteen or at the goods-in window and not in the vehicle, until goods inwards advises the driver that unloading is complete. Delivery drivers must wear a high-visibility vest and safety boots for the duration of the delivery. Goods will be unloaded from the vehicle. To avoid accidents, all delivery drivers must comply with the goods-in operative's instructions. This also applies to use of the driver welfare facilities which are provided at the discretion of the NDC duty shift manager. No one under the age of 18 or pets are allowed on site to accompany the driver.

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

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

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

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







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Rejected deliveries will be recorded as delivery failures.

Once the delivery is complete, the driver will be contacted again via the phone or pager system, asking him/her to return to the office, where the pager will be handed back and keys collected. For returns to the supplier and delivery rejections, see: *Product recall policy* 

#### **Product non-conformance**

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

#### Supplier performance-monitoring

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

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

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

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

### Service level/stock availability

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

#### **Invoicing requirements**

A payment run is performed weekdays and processed via a three-day BACS transaction. All authorised invoices on the system reaching the agreed payment terms will be paid by BACS.

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

All invoice queries must be sent to: Accounts Payable, J D Wetherspoon plc PO Box 616, Watford, WD24 4QU accountspayable@jdwetherspoon.co.uk

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

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

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

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

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







### Animal welfare policy

The company recognises that animals are sentient beings. The farm animal welfare policy refers to all products and ingredients containing meat, seafood, dairy and/or egg products. For each species sourced, further standards, specific to the needs of that animal, are applied. Individual species policies are detailed in the product-sourcing policy.

#### Management responsibility for animal welfare

James Ullman, personnel and audit director and an executive board member, has responsibility for ensuring that all suppliers comply with the supplier charter, including the animal welfare policy. Senior Wetherspoon managers, with responsibility for overseeing the purchasing, catering, quality-assurance and distribution functions and personnel, have the mandate to ensure that high standards of animal welfare are adhered to in the supply chain.

Animal welfare is included in the company's business process review meetings, chaired by the chief executive, with directors and representatives from the purchasing, catering, quality-assurance and distribution functions present.

#### Legal requirements

Wetherspoon will purchase meat only from suppliers which can demonstrate that their producers are adopting and implementing high standards of animal welfare across supply chains in the UK and globally.

Suppliers are required to comply with UK and/or EU animal welfare legislation (or accepted national equivalents), including statutory livestock codes of practice as a minimum:

- · The Animal Welfare Act 2006
- The Welfare of Farm Animals Regulations 2007 and The Welfare of Farmed Animals (Amendment) Regulations 2010, plus any subsequent revisions or associated Codes of Practice
- EU Council Directive 98/58/EC concerning the protection of animals kept for farming purposes and other EU regulations and directives relating to specific animal welfare standards for each species, including:
  - EU Council Directive 2007/43/EC, laying down minimum rules for the protection of chickens kept for meat production
  - Council Directive 2008/120/EC, laying down minimum standards for the protection of pigs
  - Council Regulation (EC) No 1/2005 of 22 December 2004, on the protection of animals during transport and related operations
  - Council Regulation (EC) No 1099/2009, on the protection of animals at the time of killing

Where national law exceeds either UK/devolved government or EU law, it must be adhered to.

### Five freedoms

Wetherspoon is committed to the 'five freedoms' as defined by the Farm Animal Welfare Committee (2009) which form the basis of internationally recognised animal welfare practice:

 Freedom from hunger and thirst, by ready access to water and a diet to maintain health and vigour.

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

#### Close confinement of animals and intensive systems

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

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

#### **Growth-promoting substances**

The use of growth promoters is strictly prohibited across all of the company's livestock supply chains.

#### Mutilation

Routine mutilation of farm animals used to supply products to Wetherspoon is not permitted. This policy applies to all relevant species, in all locations.

Tail-docking and teeth-clipping in pigs and tail-docking of lambs may be permitted only when the welfare of the animal is deemed to be at risk by not doing so and only after all other measures have been taken and considered unsuccessful.

### Transportation of animals

Suppliers are required to keep transport times to a minimum, to prevent undue stress to animals. Eight hours is the maximum permitted for all animals, with the exception of chickens, for which the maximum is four hours. Hauliers used must comply with the assurance schemes relevant to the animals being carried.

This policy extends to the transportation of all animals within the supply chain, including end-of-life sows, laying hens and dairy cows.

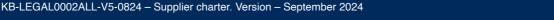
### Stunning and slaughter

All livestock providing meat must be stunned before slaughter to ensure that the animals are insensitive to pain before slaughter. All farmed seafood must be stunned before slaughter and processing.

All meat and poultry must be humanely slaughtered. Abattoirs are required to comply with Regulation 1099/2009 EC and/or equivalent associated national law. This policy extends to all animals within the supply chain, including end-of-life sows, laying hens and dairy cows.









The company has made a commitment to not produce or sell foie gras.

### Against animal testing

The company does not permit or condone the use of animals to test the safety of products.

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### J D Wetherspoon auditor training in farm animal welfare

Auditors have undertaken the following training:

- Animal Welfare Officer (Bristol University)
- Poultry Welfare Officer (Bristol University)
- · BRC Lead Auditor
- Advanced (level 4) Food Safety
- Advanced (level 4) Health and Safety
- HACCP (level 3)

Further and refresher training is considered annually.





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### **Antibiotics policy**

#### Use of antibiotics

Suppliers must adhere to the Veterinary Medicinal Products Regulation (Regulation (EU) 2019/6), specifically with regard to the measures designed to ensure prudent and responsible use of antimicrobials in animals, including reserving certain antimicrobials for the treatment of infections in people.

This legislation became applicable in full as of 28 January 2022.

Only medicines licensed for use in the UK and EU may be used.

Statutory withdrawal periods must be observed before slaughter or placing milk/eggs on the market for consumption.

The minimum statutory withdrawal periods are:

- · eggs and milk seven days
- meat, including fat and offal from poultry and mammals – 28 days
- fish 500 degree days

Wetherspoon does not support the preventative mass medication of animals by the use of antibiotics (prophylactic) in its supply chain. The company's view is that antibiotics should be used only when there has been a specific clinical diagnosis.

Preventative treatments are acceptable only when they are:

- to treat animals diagnosed as being at high risk of bacterial disease.
- prescribed by vets with direct responsibility for those animals.
- · not applied systematically or routinely.
- not used as compensation for poor hygiene or in place of improvements in husbandry which could reduce the need for treatment.

Preventative treatments should be administered to individual animals, where possible, except in species which cannot be treated individually without stress or harm and where group treatment is in line with veterinary best practice.

Suppliers and producers are required to:

- ban the preventative mass medication of animals by the use of antibiotics.
- use antibiotics only by exception and for individual animals.
- phase out and end the use of 'critically important antimicrobials', as defined by the World Health Organization (WHO), with the highest priority given to the list of antimicrobials below:
  - WHO critically important antimicrobials for human medicine highest priority
  - cephalosporins (3rd, 4th and 5th generations)
  - glycopeptides
  - · macrolides and ketolides
  - · polymyxins
  - · quinolones

#### **Antibiotic reduction strategy**

A formal antibiotic reduction strategy is being developed using the Compassion in World Farming (CIWF) Antibiotic Stewardship Programme as a blueprint.

### Food product-labelling policy

#### Aims and objectives

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

#### Requirements

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

#### Minimum requirements - outer case

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

### Minimum requirements – inner food contact packaging

- Name/description of the product
- · Batch code

- · Durability date
- · Health mark (where applicable)





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### Product withdrawal and recall policy<sup>1</sup>

#### Aims and objectives

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

#### Requirements

- If products released from a production site have been affected by an incident which compromises their safety, quality or legality, Wetherspoon must be notified at the first opportunity.
- The exact reason for the withdrawal or recall must be given over the phone and confirmed by e-mail. Adequate information must be provided in order to identify the affected product – or a complete withdrawal will be made.
- All uplift and recovery costs will be the responsibility of the supplier.
- Any stock held at the national distribution centre affected by the withdrawal or recall must be uplifted by the supplier at its own cost.
- Immediate steps must be taken to replace the affected stock.
- Suppliers must have a documented withdrawal and recall procedure which must contain up-to-date contact details.
   This must be tested annually.
- Wetherspoon has a documented withdrawal and recall procedure for managing the process across the pub estate, to ensure the safety of staff and customers and to minimise the effect on the business.
- The supplier is responsible for notifying the BRC, within three working days, that a recall has taken place.

### Traceability policy

#### Aims and objectives

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

#### Requirements

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





For the purposes of this policy, the BRC's definitions of withdrawal and recall are used. A **product withdrawal** is a process which removes unsafe food from the supply chain before it reaches consumers. This is done to prevent potential harm to consumers. A **product recall** is a process which removes food from the supply chain after it reaches consumers.





### Supply chain audit policy

#### Aims and objectives

Supplier audits will be undertaken according to a schedule determined by several risk factors, including product category, location, BRC/GFSI rating, complaint history and contract volume.

The time gap between one audit and the next depends on risk, with suppliers being audited every six, 12 or 24 months. Audits may be undertaken at short notice and unannounced. The length of the audit will depend on the size, scale and complexity of the business.

All reasonable efforts will be made to ensure that audits cause minimal disruption to suppliers' businesses.

For unannounced audits, Wetherspoon's auditors expect to have full and unrestricted access to the supplier's business within 15 minutes of arrival. Verbal feedback is provided at the end of the audit. A written report, including any required action points, is provided within 48 hours.

#### **Audit criteria**

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

- compliance with the supplier charter, including supplier code of conduct and antibribery and anticorruption policy
- · compliance with animal welfare policy (where applicable)
- · compliance with sourcing policies
- · threat analysis critical control points (TACCPs)
- vulnerability analysis critical control points (VACCPs)
- HACCP
- · food safety and quality management
  - · documentation
  - · supplier and raw materials
  - · traceability and product recall
- site standards
  - staff facilities
  - · hygiene and housekeeping
  - pest control
  - · physical and chemical contamination
- product control
- process control
- personnel
- fire safety
- SEDEX requirements
- · UK stock holding (if applicable)
- · tested business continuity and disaster recovery plans
- · foreign object detection

#### Requirements

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

Audits are rated green, amber or red. Suppliers are expected to achieve a green rating. If an amber result is achieved, the supplier will be subject to a further unannounced audit. Wetherspoon reserves the right to terminate the contract with any supplier achieving a red result or consecutive amber results. Suppliers are expected to implement all actions identified on the audit to be completed within the specified timeframe.

### Foreign object detection policy

#### Aims and objectives

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

### Requirements

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





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