Groceries Code Adjudicator

Code Confident pack

Contact the GCA

Email: Enquiries@GroceriesCode.gov.uk

Telephone: +44 (0)20 7215 6537

Anonymous reporting platform: TelltheGCA.co.uk

All information received by the GCA will be treated in confidence. The GCA has a legal duty to preserve anonymity.



Contents

Contents 2
Message from Mark White, the Groceries Code Adjudicator (GCA) 3
Retailers covered by the Groceries Supply Code of Practice (the Code) ... 4
Questions and Answers about the Groceries Supply Code of Practice (the Code) and the Groceries Code Adjudicator (GCA) 5
Case studies, guidance and more 7
Code Compliance Officer details 8
Supplier helpline details 10
The Groceries Supply Code of Practice 13
Part 1 – Interpretation 14
Part 2 – Fair dealing 15
Part 3 – Variation 16
Part 4 – Prices and payments 16
Part 5 – Promotions 18
Part 6 – Other duties 18
Directory of training providers 20

Return to Contents

Message from Mark White, the Groceries Code Adjudicator (GCA)



The Groceries Supply Code of Practice (the Code) exists to ensure that the UK's largest groceries retailers treat their direct suppliers lawfully and fairly across a range of supply chain practices. Direct suppliers are covered whether they are based inside or outside the UK.

My role as Groceries Code Adjudicator (GCA) is to monitor and encourage compliance with and enforce the Code.

Since being established in 2013, the GCA has worked collaboratively with the retailers to encourage changes in behaviour and make progress for suppliers. Much has been achieved but there is more to do. I want to ensure that all groceries suppliers – large and small – are Code Confident.

It is vital that suppliers know about the Code and the practices it covers and it is important that suppliers get trained so they recognise when a retailer may be breaching the Code. The retailers' buyers are trained annually – it's the law; untrained suppliers are at a major disadvantage.

However, I need people to speak up. To do my job effectively I rely on suppliers and others to provide me with information about how the designated retailers treat their direct suppliers. This helps me to identify the main issues I need to work on with them. I am always ready to receive information on Code-related issues and treat all information in complete confidence. Contact me and my team at Enquiries@GroceriesCode.gov.uk, or use my anonymous reporting platform, Tell the GCA, and please complete the GCA annual survey launched each year.

This Code Confident pack contains useful information, including a copy of the Code and answers to questions I frequently receive as well as a directory of providers who offer Code training.

Check out the GCA website for further information and to keep up to date with latest developments subscribe to the GCA newsletter.

I hope you find this information helpful.

Mark White

Return to Contents

Retailers covered by the Groceries Supply Code of Practice (the Code)

As of 1 March 2022, the following retailers are covered by the Code:

- Aldi Stores Ltd
- Amazon.com, Inc.
- Asda Stores Ltd
- B&M European Value Retail plc
- Co-operative Group Ltd
- Iceland Foods Ltd
- Lidl GB Ltd
- J Sainsbury plc
- Ocado Retail Ltd
- Marks & Spencer plc
- Tesco plc
- TJ Morris Ltd (trading as Home Bargains)
- Waitrose Ltd
- Wm Morrison Supermarkets Ltd

If you are a supplier experiencing an issue with any of the designated retailers, please speak up and tell the Groceries Code Adjudicator.

Raise issues anonymously via Tell the GCA, email Enquiries@GroceriesCode.gov.uk or phone +44 (0)20 7215 6537.

The GCA treats all information received in the strictest confidence.

Return to Contents

Questions and Answers about the Groceries Supply Code of Practice (the Code) and the Groceries Code Adjudicator (GCA)

Which retailers are covered by the Code?

The Code covers retailers in the United Kingdom (UK) with an annual turnover of more than £1 billion with respect to the retail supply of Groceries in the UK, and which are designated in writing as a Designated Retailer by the Competition and Markets Authority (CMA).

What protections for direct suppliers are set out in the Code?

The Code obliges the designated retailers to deal fairly and lawfully with their direct suppliers across a range of supply chain practices.

These include:

- making payments on time;
- not varying supply agreements without notice;
- paying compensation for forecasting errors;
- not charging for shrinkage or wastage.

There are also restrictions on listing fees and marketing costs as well as particular processes that should be followed when retailers are de-listing suppliers. This list is not exhaustive and full details are available on www.gov.uk/gca.

I am a food producer dealing with a supermarket through a third party. Does the Code cover me?

No, the Code only covers the relationship between the designated retailers and their direct suppliers. However, if you have information about Code-related issues between a retailer and a direct supplier, I would welcome receiving it.

Are there other areas not covered by the Code?

Yes. Suppliers have contacted me about pricing, food safety and labelling but they are not covered by the Code and therefore are outside my remit.

Can the GCA give me advice about an issue I am having with a retailer?

Return to Contents

The GCA cannot advise suppliers who have a dispute with a designated retailer about whether the retailer has breached the Code. This is because I may later be asked to arbitrate between the supplier and the retailer or may launch an investigation into the practice. However, if asked, the GCA Team will often be able to direct suppliers to the relevant part of the Code, a case study or guidance. I also want to hear from you about issues you are experiencing.

What can I do to help resolve issues I might have with a retailer?

I encourage suppliers to approach the retailers' Code Compliance Officers (CCOs), who can deal with issues quickly and discreetly. CCOs have committed to treating discussions with suppliers in confidence and retailers have committed to ensuring that suppliers do not face negative consequences as a result of raising issues. Suppliers should also seek opportunities through their trade associations or others to get training in the Code. A good understanding of the Code will support suppliers in negotiations with retailers' buyers who must, by law, be trained in the Code.

What powers does the GCA have?

I can investigate suspected breaches of the Code and arbitrate in disputes between designated retailers and their direct suppliers. I do not have to use these formal regulatory tools. Significant progress has been made for suppliers by working collaboratively with the retailers. Looking back over GCA annual survey data, issues that were initially of major concern to suppliers such as forensic auditing, packaging and artwork charges and charges for customer complaints are no longer having the same impact since they were raised with the retailers.

I am concerned that if I raise an issue with the GCA my retailer will find out and it could have an impact on my business.

I have a legal duty of confidentiality and I work in a way that anyone bringing information to the GCA Team can have complete confidence that the issue will be dealt with anonymously. The GCA needs your information to influence the retailers to improve their practices and processes. Contact me confidentially via Tell the GCA or Enquiries@GroceriesCode.gov.uk. Alternatively, you could contact a trade association which may be able to raise the issue on your behalf.

Return to Contents

Case studies, guidance and more

To read publications by the Groceries Code Adjudicator about the Groceries Supply Code of Practice, follow the links below.

Investigations

- GCA investigation into Tesco plc (delay in payments and payments for better positioning)
- GCA investigation into Co-operative Group Limited (variation of supply agreements and de-listing)

Case studies

- Payments for failure to meet target service levels
- Payments for multi-channel participation
- Requests for lump sum payments
- Variation of supply agreements
- Charging for optimum shelf positioning

Guidance

- De-listing practice
- Supplementary de-listing guidance: fresh produce sector

Best practice

- Forensic auditing
- Forecasting and promotions
- Consumer complaints
- 7 Golden Rules for handling cost price increase requests

Consultations

- Payments for better positioning of goods

Voluntary commitments

- Retailer voluntary commitment on forensic auditing
- CCO commitment to confidentiality and protecting relationships with suppliers

Return to Contents

Code Compliance Officer details

Under Part 4 of The Groceries (Supply Chain Practices) Market Investigation Order 2009 (the Order) each designated retailer is required to appoint a suitably qualified employee as their Code Compliance Officer (the CCO). The CCO must be available as a point of contact for suppliers making enquiries in relation to The Groceries Supply Code of Practice (the Code) and the Order. The CCO must be independent of, and must not be managed by, any member of a retailer's buying team and is to be available to discuss any decision made by his/her designated retailer in relation to the Order or the Code.

Each of the CCOs has confirmed that as at the date of publication of this Guidance he/she will treat any discussion held with a supplier in the strictest of confidence and that it will be for the supplier, and the supplier alone, to determine whether the CCO may disclose any details about the subject matter of their Code related discussion within their designated retailer.

Each of the CCOs has also confirmed that their Retailers want to hear from suppliers and that they want to work collaboratively with suppliers to resolve issues and to strengthen relationships. Each of the Retailers has committed to ensuring that suppliers do not face negative consequences as a result of raising issues with the business directly or with the CCO.

Please check the GCA website for the most up-to-date contact details.

Retailer	CCO	CCO contact details
Aldi Stores Ltd	Alex Wood	CCO@aldi.co.uk
Amazon.com, Inc.	Anna Cooper	Codecomplianceofficer@amazon.co.uk
Asda Stores Ltd	Graeme Morrison	Asdacco@asda.co.uk
B&M European Value Retail plc	Michael McGowan	CodeComplianceOfficer@bmstores.co.uk

Return to Contents

Retailer	CCO	CCO contact details
Co-operative Group Ltd	Sarah Lawrence	CCO@coop.co.uk
Iceland Foods Ltd	Duncan Vaughan	Duncan.Vaughan@Iceland.co.uk Phone: 01244 843873
J Sainsbury plc	Nick Grant	CCO@sainsburys.co.uk
Lidl GB Ltd	Sophie Wettlaufer	Compliance@lidl.co.uk
Marks and Spencer plc	Max Gillibrand	Max.Gillibrand@marks-and-spencer.com
Ocado Retail Ltd	Robert Skelton	GSCOP@ocadoretail.com
Tesco plc	David Ward	David.S.Ward@tesco.com
TJ Morris Ltd (trading as Home Bargains)	Elizabeth Granger	GSCOP@tjmorris.co.uk
Waitrose Ltd	Matthew Wilson	Matthew.wilson@waitrose.co.uk
Wm Morrison Supermarkets Ltd	Jonathan Burke	CCO@morrisonsplc.co.uk

Return to Contents

Supplier helpline details

For general queries, including those in relation to invoices or payments, please contact the supplier helpline for the relevant retailer. Visit the GCA website for the most up-to-date contact details.

Retailer	Details	Contact information
Aldi Stores Ltd	General queries	Email: Supplier.management@aldi.co.uk
Amazon.com, Inc.	Payment queries	Please login to your Vendor Central account, click on “Support”, select “Contact Us”, followed by “Payments”, then select the most appropriate sub-issue based on your query.
	Senior buyers	Ambient groceries email: Richard-hayes-gscop@amazon.co.uk
		Household, cleaning and toiletries email: Eleanor-goode-gscop@amazon.co.uk
		Beers, wines and spirits email: Giorgio-benaglia-gscop@amazon.co.uk
		Pets email: casey-norberry-gscop@amazon.co.uk
		Amazon Fresh online & stores (ambient, perishable and frozen) email: lottie-macken-gscop@amazon.co.uk
		Amazon Fresh Private Brands (AFPB) email: Ravi-shokeen-gscop@amazon.co.uk
		Mass Vendor Relations (all categories) email: Marion-oliveira-gscop@amazon.com
		Whole Foods email: Seniorbuyer.gscop@wholefoods.com
Asda Stores Ltd	General queries	Website: www.asdasupplier.com Phone: +44 (0)843 299 0019
B&M European Value Retail plc	General queries	Email: Supplierhelpline@bmstores.co.uk
	Payment queries	Email: accounts.payable@bmstores.co.uk

Return to Contents

Co-operative Group Ltd	General queries	Email: Supplierengagement@coop.co.uk
	Payment queries	Portal: www.coopsupplierhub.com/contactoptimisation
Iceland Foods Ltd	Invoice or payment queries	Email: Payments.support@iceland.co.uk Phone: +44 (0)1244 842 975
J Sainsbury plc	Goods or services payment queries	Email: Supplier.Queries@sainsburys.co.uk Phone: +44 (0)345 603 6287
	A full list of supplier helplines for other queries	Portal: www.togetherwith.co.uk To register on this portal, click on “register for access” when you have clicked through on the link.
Lidl GB Ltd	Invoice or payment queries	When sending new invoices to Lidl GB Ltd, please email them to Invoice@LGB.goods.invoice.schwarz For existing invoice queries, please email Merchant.ledger@lidl.co.uk Phone: +44 (0)20 4530 0010
Marks and Spencer plc	M&S Food Vendor Support Helpdesk	Raise a ticket in the Supplier Query Portal accessible via the M&S One Food Platform. If facing issues when accessing the Helpdesk, email the IT Helpdesk at BAservicedesk@marks-and-spencer.com or call +44 (0)20 8718 5999 (Option 2 then 3). In the event that you are unable to access the portal but urgently need to raise a query, email Vendor.SupportFoods@marks-and-spencer.com Phone: +44 (0)333 200 5510 selecting Option 1 (Lines open 8am to 2pm Monday to Friday).
Ocado Retail Ltd	General queries	Email: Accountqueries.gscop@ocadoretail.com
Tesco plc	General queries	Email: Suppliersupport.Product@Tesco.com Phone: +44 (0)330 1231 005

Return to Contents

TJ Morris Ltd (trading as Home Bargains)	General queries	Email: GSCOP@tjmorris.co.uk
	Invoice queries	Email: GSCOPaccountqueries@tjmorris.co.uk
Waitrose Ltd	Invoice or payment queries	The Waitrose Supplier Self Service Portal contains useful information to assist you with any finance queries, such as supplier account, invoice entry, invoice enquiries, remittance queries, debit note disputes and more. You can access it via www.jlpsuppliers.com Phone: +44 (0)345 6100 333
	General queries	Website: Waitrose.engage-systems.net You can use the 'ask a question' function to gain access to further help and support.
Wm Morrison Supermarkets Ltd	Accounts Payable Help Desk	Email: APhelpdesk@morrisonsplc.co.uk Phone: +44 (0)800 015 2600
	Supplier whistleblowing line	Website: Intouchfeedback.co.uk/morrisons This service is operated by an independent third party and enables suppliers to raise a concern anonymously. Supplier Portal Email: Supplierportal@morrisonsplc.co.uk Phone: +44 (0)808 100 5689, Access Code 66774

Return to Contents

The Groceries Supply Code of Practice

Part of the Groceries (Supply Chain Practices) Market Investigation Order 2009

Part 1 – Interpretation

1. *Interpretation*

(1) In this Code:

***Buying Team** means those employees of a Retailer from time to time whose role includes at least one of the following: (a) direct involvement in buying Groceries for resale; (b) (excluding the role of the Code Compliance Officer) the interpretation and application of the provisions of the Code or this Order; (c) immediate management responsibility for any or all of those employees described in (a) and (b) above;*

***Code Compliance Officer** means the person from time to time appointed in accordance with Article 9(1) of the Order;*

***De-list** means to cease to purchase Groceries for resale from a Supplier, or significantly to reduce the volume of purchases made from that Supplier. Whether a reduction in volumes purchased is 'significant' will be determined by reference to the amount of Groceries supplied by that Supplier to the Retailer, rather than the total volume of Groceries purchased by the Retailer from all of its Suppliers;*

***Groceries** means food (other than that sold for consumption in the store), pet food, drinks (alcoholic and non-alcoholic, other than that sold for consumption in the store), cleaning products, toiletries and household goods, but excludes petrol, clothing, DIY products, financial services, pharmaceuticals, newspapers, magazines, greetings cards, CDs, DVDs, videos and audio tapes, toys, plants, flowers, perfumes, cosmetics, electrical appliances, kitchen hardware, gardening equipment, books, tobacco and tobacco products. **Grocery** shall be construed accordingly;*

***Order** means The Groceries (Supply Chain Practices) Market Investigation Order 2009;*

***Payment** or **Payments** means any compensation or inducement in any form (monetary or otherwise) and includes more favourable contractual terms;*

***Primary Buyer** means, in relation to any individual Supplier, the employee or employees within a Retailer's Buying Team who are responsible from time to time for the day-to-day buying functions of the Retailer in respect of that individual Supplier;*

***Promotion** means any offer for sale at an introductory or a reduced retail price, whether or not accompanied by some other benefit to consumers that is in either case intended to subsist only for a specified period;*

***Reasonable Notice** means a period of notice, the reasonableness of which will depend on the circumstances of the individual case, including:*

- *the duration of the Supply Agreement to which the notice relates, or the frequency with which orders are placed by the Retailer for relevant Groceries;*
- *the characteristics of the relevant Groceries including durability, seasonality and external factors affecting their production;*
- *the value of any relevant order relative to the turnover of the Supplier in question; and*
- *the overall impact of the information given in the notice on the business of the Supplier, to the extent that this is reasonably foreseeable by the Retailer;*

Return to Contents

Retailer *means any person carrying on a business in the UK for the retail supply of Groceries;*

*A Retailer will '**Require**' particular actions on the part of a Supplier if the relevant Supplier does not agree, whether or not in response to a request or suggestion from the Retailer, to undertake an action in response to ordinary commercial pressures. Where those ordinary commercial pressures are partly or wholly attributable to the Retailer, they will only be deemed to be ordinary commercial pressures where they do not constitute or involve duress (including economic duress), are objectively justifiable and transparent and result in similar cases being treated alike. The burden of proof will fall on the Retailer to demonstrate that, on the balance of probabilities, an action was not Required by the Retailer;*

Senior Buyer *means, in relation to any individual Supplier, an employee (or employees) within a Retailer's Buying Team, who manages the Primary Buyer (or Primary Buyers) for that Supplier (or is otherwise at a higher level than the Primary Buyer within the management structure of the Retailer);*

Shrinkage *means losses that occur after Groceries are delivered to a Retailer's premises and arise due to theft, the Groceries being lost or accounting error;*

Supplier *means any person carrying on (or actively seeking to carry on) a business in the direct supply to any Retailer of Groceries for resale in the United Kingdom, and includes any such person established anywhere in the world, but excludes any person who is part of the same group of interconnected bodies corporate (as defined in section 129(2) of the Enterprise Act 2002) as the Retailer to which it supplies;*

Supply Agreement *means any agreement which must be recorded in writing pursuant to Article 6(1) of the Order; and*

Wastage *means Groceries which become unfit for sale subsequent to them being delivered to Retailers.*

(2) Compliance with the Code does not exclude any person from, or restrict the application of, the Competition Act 1998.

Part 2 – Fair dealing

2. *Principle of fair dealing*

A Retailer must at all times deal with its Suppliers fairly and lawfully. Fair and lawful dealing will be understood as requiring the Retailer to conduct its trading relationships with Suppliers in good faith, without distinction between formal or informal arrangements, without duress and in recognition of the Suppliers' need for certainty as regards the risks and costs of trading, particularly in relation to production, delivery and payment issues.

Return to Contents

Part 3 – Variation

3. *Variation of Supply Agreements and terms of supply*

(1) Subject to paragraph 3(2), a Retailer must not vary any Supply Agreement retrospectively, and must not request or require that a Supplier consent to retrospective variations of any Supply Agreement.

(2) A Retailer may make an adjustment to terms of supply which has retroactive effect where the relevant Supply Agreement sets out clearly and unambiguously:

- *any specific change of circumstances (such circumstances being outside the Retailer's control) that will allow for such adjustments to be made; and*
- *detailed rules that will be used as the basis for calculating the adjustment to the terms of supply.*

(3) If a Retailer has the right to vary a Supply Agreement unilaterally, it must give Reasonable Notice of any such variation to the Supplier.

4. *Changes to supply chain procedures*

A Retailer must not directly or indirectly Require a Supplier to change significantly any aspect of its supply chain procedures during the period of a Supply Agreement unless that Retailer either:

- *gives Reasonable Notice of such change to that Supplier in writing; or*
- *fully compensates that Supplier for any net resulting costs incurred as a direct result of the failure to give Reasonable Notice.*

Part 4 – Prices and payments

5. *No delay in Payments*

A Retailer must pay a Supplier for Groceries delivered to that Retailer's specification in accordance with the relevant Supply Agreement, and, in any case, within a reasonable time after the date of the Supplier's invoice.

6. *No obligation to contribute to marketing costs*

Unless provided for in the relevant Supply Agreement between the Retailer and the Supplier, a Retailer must not, directly or indirectly, Require a Supplier to make any Payment towards that Retailer's costs of:

- *buyer visits to new or prospective Suppliers;*
- *artwork or packaging design;*
- *consumer or market research;*
- *the opening or refurbishing of a store; or*
- *hospitality for that Retailer's staff.*

Return to Contents

7. No Payments for shrinkage

A Supply Agreement must not include provisions under which a Supplier makes Payments to a Retailer as compensation for Shrinkage.

8. Payments for Wastage

A Retailer must not directly or indirectly Require a Supplier to make any Payment to cover any Wastage of that Supplier's Groceries incurred at that Retailer's stores unless:

- *such Wastage is due to the negligence or default of that Supplier, and the relevant Supply Agreement sets out expressly and unambiguously what will constitute negligence or default on the part of the Supplier; or*
- *the basis of such Payment is set out in the Supply Agreement.*

9. Limited circumstances for Payments as a condition of being a Supplier

A Retailer must not directly or indirectly Require a Supplier to make any Payment as a condition of stocking or listing that Supplier's Grocery products unless such Payment:

- *is made in relation to a Promotion; or*
- *is made in respect of Grocery products which have not been stocked, displayed or listed by that Retailer during the preceding 365 days in 25 per cent or more of its stores, and reflects a reasonable estimate by that Retailer of the risk run by that Retailer in stocking, displaying or listing such new Grocery products.*

10. Compensation for forecasting errors

(1) A Retailer must fully compensate a Supplier for any cost incurred by that Supplier as a result of any forecasting error in relation to Grocery products and attributable to that Retailer unless:

(a) that Retailer has prepared those forecasts in good faith and with due care, and following consultation with the Supplier; or (b) the Supply Agreement includes an express and unambiguous provision that full compensation is not appropriate.

(2) A Retailer must ensure that the basis on which it prepares any forecast has been communicated to the Supplier.

11. No tying of third party goods and services for Payment

(1) A Retailer must not directly or indirectly Require a Supplier to obtain any goods, services or property from any third party where that Retailer obtains any Payment for this arrangement from any third party, unless the Supplier's alternative source for those goods, services or property:

- *fails to meet the reasonable objective quality standards laid down for that Supplier by that Retailer for the supply of such goods, services or property; or*
- *charges more than any other third party recommended by that Retailer for the supply of such goods, services or property of an equivalent quality and quantity.*

Return to Contents

Part 5 – Promotions

12. *No Payments for better positioning of goods unless in relation to Promotions*

A Retailer must not directly or indirectly Require a Supplier to make any Payment in order to secure better positioning or an increase in the allocation of shelf space for any Grocery products of that Supplier within a store unless such Payment is made in relation to a Promotion.

13. *Promotions*

(1) A Retailer must not, directly or indirectly, Require a Supplier predominantly to fund the costs of a Promotion.

(2) Where a Retailer directly or indirectly Requires any Payment from a Supplier in support of a Promotion of one of that Supplier's Grocery products, a Retailer must only hold that Promotion after Reasonable Notice has been given to that Supplier in writing. For the avoidance of doubt, a Retailer must not require or request a Supplier to participate in a Promotion where this would entail a retrospective variation to the Supply Agreement.

14. *Due care to be taken when ordering for Promotions*

(1) A Retailer must take all due care to ensure that when ordering Groceries from a Supplier at a promotional wholesale price, not to over-order, and if that Retailer fails to take such steps it must compensate that Supplier for any Groceries over-ordered and which it subsequently sells at a higher non-promotional retail price.

(2) Any compensation paid in relation to paragraph 14(1) above will be the difference between the promotional wholesale price paid by the Retailer and the Supplier's non-promotional wholesale price.

(3) A Retailer must ensure that the basis on which the quantity of any order for a Promotion is calculated is transparent.

Part 6 – Other duties

15. *No unjustified payment for consumer complaints*

(1) Subject to paragraph 15(3) below, where any consumer complaint can be resolved in store by a Retailer refunding the retail price or replacing the relevant Grocery product, that Retailer must not directly or indirectly Require a Supplier to make any Payment for resolving such a complaint unless:

- *the Payment does not exceed the retail price of the Grocery product charged by that Retailer; and*
- *that Retailer is satisfied on reasonable grounds that the consumer complaint is justifiable and attributable to negligence or default or breach of a Supply Agreement on the part of that Supplier.*

Return to Contents

(2) Subject to paragraph 15(3) below, where any consumer complaint cannot be resolved in store by a Retailer refunding the retail price or replacing the relevant Grocery product, that Retailer must not directly or indirectly Require a Supplier to make any Payment for resolving such a complaint unless:

- *the Payment is reasonably related to that Retailer's costs arising from that complaint;*
- *that Retailer has verified that the consumer complaint is justifiable and attributable to negligence or default on the part of that Supplier;*
- *a full report about the complaint (including the basis of the attribution) has been made by that Retailer to that Supplier; and*
- *the Retailer has provided the Supplier with adequate evidence of the fact that the consumer complaint is justifiable and attributable to negligence or default or breach of a Supply Agreement on the part of the Supplier.*

(3) A Retailer may agree with a Supplier an average figure for Payments for resolving customer complaints as an alternative to accounting for complaints in accordance with paragraphs 15(1) and 15(2) above. This average figure must not exceed the expected costs to the Retailer of resolving such complaints.

16. Duties in relation to De-listing

(1) A Retailer may only De-list a Supplier for genuine commercial reasons. For the avoidance of doubt, the exercise by the Supplier of its rights under any Supply Agreement (including this Code) or the failure by a Retailer to fulfil its obligations under the Code or this Order will not be a genuine commercial reason to De-list a Supplier.

(2) Prior to De-listing a Supplier, a Retailer must:

- *provide Reasonable Notice to the Supplier of the Retailer's decision to De-list, including written reasons for the Retailer's decision. In addition to the elements identified in paragraph 1(1) of this Code, for the purposes of this paragraph 'Reasonable Notice' will include providing the Supplier with sufficient time to have the decision to De-list reviewed using the measures set out in paragraphs 16(2)(b) and 16(2)(c) below;*
- *inform the Supplier of its right to have the decision reviewed by a Senior Buyer, as described in paragraph 17 of this Code; and*
- *allow the Supplier to attend an interview with the Retailer's Code Compliance Officer to discuss the decision to De-list the Supplier.*

17. Senior Buyer

(1) A Retailer's Senior Buyer will, on receipt of a written request from a Supplier, review any decisions made by the Retailer in relation to the Code or this Order.

(2) A Retailer must ensure that a Supplier is made aware, as soon as reasonably practicable, of any change to the identity and/or contact details of the Senior Buyer for that Supplier.

Return to Contents

Directory of training providers

Many suppliers have told the GCA that they have not undertaken training in the Groceries Supply Code of Practice because they were unaware it was available or they did not know who provided it.

The GCA has collated information on organisations that provide such training. The names and contacts are listed below in alphabetical order.

Inclusion in the list does not imply endorsement by the GCA and suppliers should contact the organisations directly to discuss the specifics of each course.

More information about the courses can be found on the GCA website.

Name of training provider	Website
Addleshaw Goddard Rona Bar-Isaac: +44 (0)20 7160 3357 or +44 (0)7725 734 167 Rona.bar-isaac@addleshawgoddard.com	www.addleshawgoddard.com/en
All Things Commercial Laura Davies: +44 (0)7497 095 438 Laura@allthingscommercial.co.uk	
Blueprint Management Consultants Ltd Nigel McMahon: +44 (0)7951 579 765 Nigel@blueprint-consultants.com	www.blueprint-consultants.com
British Brands Group Sarah Garry: 0333 369 0006 Admin@britishbrandsgroup.org.uk	www.britishbrandsgroup.org.uk
Carey Capability Ltd Paul Carey: +44 (0)7786 745 165 Paul@CareyCapability.co.uk	www.careycapability.co.uk
Catmando Consultants Ltd Simon Latham: +44 (0)7799 352 968 Simon.Latham@outlook.com	

Return to Contents

Gordons LLP Mark Jones: +44 (0)113 227 0297 Mark.jones@gordonsllp.com	www.gordonsllp.com/services/gscop
GSCOP Ltd Ged Futter: +44 (0)7943 840 775 Ged@theretailmind.co.uk or David@theretailmind.co.uk	www.theretailmind.co.uk
GSCOP for Suppliers Stuart Sadler Stuart.sadler@gscoptraining.com	www.gscoptraining.com
Making Business Matter (MBM) Ltd Darren A. Smith: +44 (0)333 247 2012 Helpme@makingbusinessmatter.co.uk	www.makingbusinessmatter.co.uk/training/gscop-masterclass
National Farmers Union Charlotte Nott FoodBusinessUnit@nfu.org.uk	www.nfuonline.com/nfu-member-rewards/grocery-supply-code-of-practice-gscop-training
Sentinel Management Consultants Ltd David Sables David.Sables@sentinelmc.com	www.sentinelmc.com/courses/open-gscop
Walker Morris LLP Sarah Ward: +44 (0)113 283 2516 or +44 (0)7818 534 297 sarah.ward@walkermorris.co.uk	www.walkermorris.co.uk
YF Nick Downing hello@weareyf.com	www.weareyf.com

Return to Contents

Website: www.gov.uk/gca
Email address: Enquiries@GroceriesCode.gov.uk
Telephone number: +44 (0)20 7215 6537
Anonymous reporting platform: TelltheGCA.co.uk

All information received by the GCA will be treated in confidence. The GCA has a legal duty to preserve anonymity.



Groceries Code Adjudicator



@UKGCA



Groceries Code Adjudicator