

Guidance

# Groceries Supply Code of Practice

Published 4 August 2009

## Contents

1. Interpretation
2. Principle of fair dealing
3. Variation of Supply Agreements and terms of supply
4. Changes to supply chain procedures
5. No delay in Payments
6. No obligation to contribute to marketing costs
7. No Payments for shrinkage
8. Payments for Wastage
9. Limited circumstances for Payments as a condition of being a Supplier
10. Compensation for forecasting errors
11. No tying of third party goods and services for Payment

## 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: \* direct involvement in buying Groceries for resale \* (excluding the role of the Code Compliance Officer) the interpretation and application of the provisions of the Code or this Order \* 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,