

## 1. Introduction

These Scheme Rules have been written in accordance with the requirements of the applicable IAF Member National Accreditation Bodies under Accredited Certification Schemes and FSSC Foundation. **GCL International LTD**, hereafter known as "**GCL INTL**" also comply with all conditions. These Scheme Regulations form a part of the contract with each client as stated on the quotation.

## 2. Scope

**GCL INTL** provides independent third party assessment and registration services for companies who have implemented management systems against the following standards/codes of practice:

- a. Food Safety System Certification (FSSC 22000)

## 3. Confidentiality

- a) **GCL INTL** agrees not to disclose any information relating to the client's business or affairs except information, which is in their possession before the date of acceptance of the **GCL INTL** quotation/contract.
- b) Where information is required to be disclosed to a third party either by law or as required under maintenance of certification by an Accreditation Body, Government Authorities, GFSI and FSSC Foundation, the client shall be informed of the information as required by law.
- c) For the purposes of registration verification, information contained on all issued certificates can be verified using the registration number shown on the certificate from the certification check on the **GCL INTL** web site which is located from the following URL [www.gcl-intl.com](http://www.gcl-intl.com)

## 4. General Conditions

**GCL INTL** basic conditions for gaining and maintaining registration with are that all applicants agree to and comply with the following rules:

- a) All information deemed necessary by **GCL INTL** in order to complete the registration process shall be made available to the applicant company.
- b) If **GCL INTL** are not satisfied that all requirements for registration have been met it shall inform the applicant in writing stating which requirements.
- c) When the applicant can demonstrate that effective corrective action has been taken within a specified time limit, then **GCL INTL** will arrange only to repeat necessary parts that cannot be verified by the submission of documented evidence.
- d) If the applicant fails to take effective corrective action within the time limit then **GCL INTL** may repeat the audit in full at additional cost.
- e) Identification of conformity shall only apply to site(s) audited and within the scope of registration as shown on the **GCL INTL** certificate of registration.
- f) All fees must be paid as shown on the individual quotation. No certificate shall be issued for initial assessment or re-assessment until fees have been paid in full. Registration may be suspended if annual fees are not paid in full within the time frame set out within the individual quotation.
- g) In order for the registered company to demonstrate effective management reviews and internal audits these activities shall be carried out at a frequency of no less than once per year.
- h) Failure to return all certificates of registration shall result in legal action being taken against the company for unauthorised use or registration and accreditation marks and on misleading and inaccurate claims of registration
- i) The applicant must allow **GCL INTL** to conduct on-going surveillance visits at the times stated within the individual quotation.

- j) **GCL INTL** offices which hold national accreditation directly with a national accreditation body, or hold "critical location" status are responsible for, and retain authority for, decisions relating to accredited certification, including the granting, maintaining, renewing, extending, reducing, suspending and withdrawing of certification.
- k) The management representative must be made known to **GCL INTL**, and should there be a 3<sup>rd</sup> wor of management representative then **GCL INTL** shall be informed in writing.

## 5. Application for Assessment

On receipt of a completed Application for Quotation Form **GCL INTL** will conduct a pre-contract review of the system and a quotation shall be prepared and sent to the prospective client, together with these Scheme Rules.

## 6. Contract Acceptance

Prior to any arrangement being made for an assessment, the quotation is required to be signed by the Client.

Signature on the quotation/contract indicates formal acceptance of these rules as stated within the quotation/contract.

## 7. Initial Assessment

The initial assessment is conducted in two stages, which are specified below:

Is an audit carried out on site at the client's premises The objectives of this visit are as follows:

- i. to audit management system documentation including of assess company PRPs, OPRPs and CCPs.
- ii. to evaluate the location, site specific conditions and to undertake discussions with personnel.
- iii. to collect information related to the scope of application and related statutory and regulatory requirements.
- iv. to evaluate if management reviews and internal audits are being planned and performed to determine preparedness for the stage 2 audit.
- v. to produce a process-based audit plan for the stage 2 visit.

Only when it has been determined that the applicant company is prepared for the stage 2, shall a date be agreed for that visit.

### a) Stage 2 Visit

Is an audit carried out on site at the client's premises to evaluate the effectiveness of implementation and covers:

- i. information and objective evidence regarding the standard.
- ii. performance monitoring, measuring, reporting and reviewing key performance objectives and targets.
- iii. the management system performance regarding legal compliance.
- iv. operational control of the management system processes.
- v. internal audits and management reviews.
- vi. management responsibility for policies.

### b) Stage 1 Visit

Links between policy and legal requirements, competence of personnel, operations, procedures, and data. All audits are based upon sampling and therefore not a guarantee of 100% conformity with the standard.

Therefore, it is critical that effective internal audits are conducted on an on-going basis by the applicant company.

For all high-risk areas where there can be a direct risk to human health, safety and well-being the audit team may be required to take photographs to provide evidence of effective implementation of safety measures. All such photographs shall remain confidential.

## 8. Certification

- a) On completion of the on-site assessment the lead auditor reports back to **GCL INTL**. The File Reviewer of **GCL INTL** shall review the report and supporting information, including the recommendations made by the lead auditor and decide whether to grant certification.
- b) For any non-conformities raised, the client shall conduct root cause analysis and send details of corrections, corrective action and preventive action to **GCL INTL**. This information shall be reviewed by a qualified lead auditor and the client shall be informed of the result via email and/or having access via the **GCL INTL** client portal.
- c) Upon acceptance of the proposed actions the File Reviewer shall review the full report and make a decision on certification on behalf of the impartiality committee. Should the File Reviewer not accept the report the impartiality committee shall be informed for the purpose of holding an internal appeal.
- d) Certification shall only remain valid on the basis of continued conformity by the registered client. For any non-conformity or other situation that may lead to suspension the lead auditor shall report to **GCL INTL** and the suspension process shall take effect as defined within these rules.

## 9. Surveillance

- a) After the issue of the certificate of registration, surveillance visits shall be carried out at the client's premises. If substantial areas

of concern are identified, then extra visits may be scheduled at the discretion of the File Reviewer. The client agrees to meet the extra costs relating to such additional surveillance. Should surveillance not take place when required then registration shall be removed and published in the public domain. Surveillance audits shall be conducted at least once a year. The date of the first surveillance audit following initial certification shall not be more than 12 months from the last day of the Stage 2 audit.

- b) For any non-conformities raised, the client shall conduct root cause analysis and send details of corrections, corrective action and preventive action to **GCL INTL**.
- c) The certificate holder shall allow **GCL INTL** the right of access for the purposes of maintenance of certification.

#### 10. Re-Certification

- a) A re-certification audit shall be planned and conducted at the client's premises to evaluate the continued fulfilment of all of the requirements of the relevant management system standard.
- b) For any non-conformities raised, the client shall conduct root cause analysis and send details of corrections, corrective action and preventive action to **GCL INTL**. In all cases where non-conformities have been raised timescales for corrections and corrective actions to be implemented shall be prior to the expiry of the certificate.
- c) Prior to a review being undertaken by the File Reviewer the details sent by the client shall be reviewed by a qualified lead auditor. The client shall be informed of the results of this review via email and/or the **GCL INTL** client portal.
- d) The File Reviewer shall then review the full file and decide whether to accept the lead auditor's recommendations. Should the File Reviewer accept the actions supplied and the report, then certification shall be granted. Where the File Reviewer does not accept the report, then the impartiality committee is informed for the purpose of holding an appeal hearing
- e) All re-certification visits shall be carried out prior to the expiry date of the current certificate. Any non-conformity raised at the re-certification visit shall be closed-out prior to a new certificate being issued.
- f) The decision on whether to grant re-certification shall be based upon the audit results over the period of certification plus complaints from users.

#### 11. Use & Mis-Use of Certificates, Logos & Certification

Once a Certificate has been issued, then the client has the right to publish the fact and to apply the logo on their stationery and promotional material.

The marks can only be used as specified with clause 23 of these Scheme Rules. Other conditions are as follows related to certification:

- a) That no misleading statements are implied or made regarding certification.
- b) That no certification document is used in a manner that would mislead clients or registered companies or the public in general.
- c) Upon suspension, withdrawal or cancellation cease with immediate effect to use of the marks on advertising, such as brochures, letterheads, business cards, web sites, etc, and return the certificate to **GCL INTL**.
- d) Should a scope of registration be reduced, amend all advertising materials where details of the scope have been published. For all reductions or increases in scope the original certificate to be returned to **GCL INTL**, prior to any updated certificate being issued.

#### 12. Appeals and Complaints

##### Appeals

If the operator is not in agreement with the Lead Auditor's recommendation after an Initial and/or annual audit then they are at liberty to lodge an appeal with the CEO of **GCL**. The Operator shall support his/her reasons by objective evidence

All appeals will be heard by a Appeal-Committee of the **GCL** Impartiality Committee. The Appeal-Committee may hear evidence from the operator's representative and the Lead Auditor. The decision of the Appeal-Committee is final and binding on both the Operator and **GCL**. No counter claim will be allowed by either party. No costs, for whatever reason, will be allowed for either party as a result of an appeal.

In case of any appeal, information related to handling of appeals can be found at (<https://www.gcl.uk/about-us/appeals/>)

##### Complaints

###### a) General Requirements

All clients are required to maintain a log of all customer complaints raised against them. This log must be available for review during all Assessment and Surveillance Visits. This log shall also be available to **GCL INTL** Staff upon request.

###### b) Complaints from Clients Regarding Auditors

If a client has a complaint about the conduct of any **GCL INTL** Auditor then this should be sent in writing to the **GCL INTL** Standard Manager and CEO. If the complaint involves the Standard Manager or File Reviewer then the complaint is to be addressed to the Chairman of the Impartiality Committee of **GCL INTL**.

###### c) Complaints from Users of Clients Products & Services

For complaints received from users of clients products and/or services shall be lodged and then acknowledged to the complainant. Follow-up shall then be taken with the registered company in question.

In case of any Complaint, information related to handling of complaints can be found at (<https://www.gcl.uk/about-us/complaints/>)

### 13. Witnessed Visits

As part of the on-going surveillance of **GCL INTL**, the client agrees to allow representatives from national accreditation bodies and Scheme owner (FSSC 22000) the right to witness **GCL INTL** conducting their audit duties. The fact that an Accreditation Body/Scheme owner (FSSC 22000) representative attends an audit will not affect the audit. Also, from time to time **GCL INTL** may have to have trainee auditors or internal audits on an assessment team.

#### 1. Short Notice Audits

For clients that have been suspended or where **GCL INTL** has received complaints then a short notice audit maybe required for follow-up and verification/validation of the implementation of corrective and preventive measures. In such cases the client agrees to co-operate with GCL INTL audit team members and allow the required access.

#### 2. Terms of Payment

Payment shall be made in accordance with the individual invoice and the quotation/contract document.

#### 3. Indemnification

In respect of any claim, loss, damage or expense however arising, **GCL INTL's** liability to the client shall in no circumstances exceed the amount of **GCL INTL's** fees paid by the client. Under no circumstance shall **GCL INTL** be liable for any consequential loss.

#### 4. Impartiality

GCL Auditor shall receive Code of Ethics Acknowledgement letter which shall be signed by Lead Auditor and client at the opening and submit to GCL.

**GCL INTL** or any **GCL INTL** representative shall **NOT**:

- a) provide management system consultancy which includes: preparation or production of manuals or procedures, or give specific advice, instructions or solutions towards the development, structure and implementation of a quality management system, environmental management systems and food safety management system.
- b) allocate auditor(s) for a client in where provided internal audit, hazard analysis, FSMS or other related management system consultancy on the management system, within two years following the end of the consultancy.
- c) certify a quality management system, environmental management systems, food safety management system on which it provides any consultancy. offer certification when relationships that threaten impartiality cannot be eliminated or minimized.
- d) certify another certification body for management systems.
- e) certify a client when a relationship with a management systems consultancy poses an unacceptable threat to impartiality. Provide an internal audit service to any certified clients.
- f) outsource any audits to a management consultancy company involved in management systems as described with the scope of these scheme rules.
- g) have within any marketing materials any linkage to management system consultancy.

For any threats to impartiality that are discovered or reported, then the impartiality committee shall be informed and responses shall be made and communicated.

### 18. Intellectual Property

The ownership of all issued audit reports and certificates remains the property of **GCL INTL**.

### 19. Organisational, Operational & Management

#### 20. System Changes

Should there be any significant changes with the client organisation as stated below **GCL INTL** should be informed within three working days of occurrence. Such changes will be reviewed and may require follow-up at the next scheduled surveillance visit.

- a) any significant changes that affect the compliance with the Scheme requirements and obtain advice of the CB in cases where there is doubt over the significance of a change;
- b) serious events that impact the FSMS or FSQMS, legality and/or the integrity of the certification which include legal proceedings, prosecutions, situations which pose major threats to food safety, quality or certification integrity as a result of natural or man-made disasters (e.g. war, strike, terrorism, crime, flood, earthquake, malicious computer hacking, etc.);
- c) public food safety events (such as e.g. public recalls, calamities, food safety outbreaks, etc.);
- d) changes to organization name, contact address and site details;
- e) changes to organization (e.g. legal, commercial, organizational status or ownership) and management (e.g. key managerial, decision making or technical staff);
- f) changes to the management system, scope of operations and product categories covered by the certified management system;
- g) any other change that renders the information on the certificate inaccurate.

#### 21. Amendments to Scheme Rules

- a) The Impartiality Committee of **GCL INTL** reserves the right to amend these Scheme Rules without prior notification. Should the

Scheme Rules be updated the latest version shall be put on the web site and all clients informed.

- b) Client should record the Scheme Rules as an "external document" within their management system for document control.

## 22. Use of Certification Marks

Only **GCL INTL** certificated clients are authorised to use the certification marks, whilst registration is active, under the following conditions:

- a. Holders of certificates issued by **GCL INTL** may use the appropriate logo in accordance with the requirements of these scheme rules on stationery and publicity material or other items relevant to the certificate of registration.
- b. That the registration number as shown on the certificate of registration is displayed underneath the outside of the outer box, in the centre.
- c. Embossed, relief, or die-stamped versions may be used. The marks may also be produced as water marks as long as clarity is maintained. Electronic reproduction of the marks is permitted provided that the organisation's certificate number is shown for traceability and verification purposes and that the logo only relates to information on the certificate of registration.
- d. Reversed image versions of the accreditation marks are allowed. When the marks are printed on an advertising or stationery the marks shall be no less than 20mm in height, however, regardless of the minimum height restriction all logos shall be legible.
- e. The marks must always be shown next to the **GCL INTL** logo. The accreditation body logos are not permitted to be displayed on their own without the **GCL INTL** logo both inside the outer box.
- f. The logo is not permitted to be used on any product as this could be misleading and give the impression that the product has been approved under a product certification scheme.
- g. The national accreditation marks shall not be used on vehicles and flags. No **GCL INTL** certificates are to be scanned and/or put on any web site for reasons of brand integrity management. If additional certificates are required then the client should request this in writing from **GCL INTL**.
- h. Should certification be withdrawn or cancelled then the original certificate(s) must be returned to **GCL INTL**. From the date of cancellation no web sites can display the logo nor stationery be issued displaying the logo which could mislead clients and potential clients regarding the registration status. In cases of scope reduction or increase the certificate shall be returned to **GCL INTL** for re-issue.
- i. At all times certificate(s) remain the property to **GCL International LTD** and can be recalled upon request.
- j. The certification marks shall not be used on laboratory test reports, calibration certificates and inspection reports.

## 23. Serious Events, Public Recalls, Unannounced, Extra ordinary & Follow-up Audits and Closing-Out of NCN

- a) **GCL INTL** charge organizations certified against FSSC 22000 for an annual fee to the Foundation.
- b) **GCL INTL** informs the Foundation with the name and certification information of the certified organization. This register will be made publicly available on the website of the Foundation.
- c) Regarding the issue of legal proceedings with respect to product safety or legality, or in the event of a product recall the client organization shall immediately make the **GCL INTL** aware of the situation.
- d) New information or changes with regards to the requirements in the FSSC 22000 will communicate to third parties through **GCL INTL** website
- e) In the event that the organization becomes aware of legal proceedings with respect to product safety or legality, or in the event of a product recall
- f) **GCL INTL** carry out an extra audit to assess the issues
- g) **GCL INTL** undertake additional surveillance audits in the event that there is evidence or suspicion of nonconformity within the certified organization.
- h) The certified organization shall inform the
- i) **GCL INTL**, as soon as possible, of major threats to business continuity such as an earthquake, fire, flood, tsunami, force majeure etc. related to food safety and/or quality that affect the capability of the management system to continue to fulfil the requirements of the Scheme used for certification.
- j) The **GCL INTL** shall inform the Foundation about (changes in) its accreditation status (e.g. suspension Or withdrawal) within three (3) working days in Writing detailing its action plans and the circumstance leading to this.

### Serious Events

The organization shall inform the **GCL INTL** about serious events that impact the integrity of the certification and the organization's entry in the FSSC 22000 Register of Certified organizations.

- a) The organization shall report serious events to the **GCL INTL** within three working days of occurrence.

- b) Serious events include:
  - i. legal proceedings with respect to product safety or legality,
  - ii. product withdrawal or recall related to food safety and/or legality
  - iii. major threats to business continuity such as earthquake, fire, flood, tsunami, force majeure etc.

#### Public Recalls

An organization is always responsible for failures of its management system that could lead to public recalls of products available on the market.

Immediate action is required if there is evidence that the organization's management system has failed to detect and control the compromised product,

- a) this product shall be recalled from the market by the organization and
- b) the organization shall inform the **GCL INTL** immediately.

#### Unannounced audit program

- 1) An unannounced audit program is part of the 3-year certification cycle. Participation in the unannounced audit program is mandatory.
- 2) The certified organization can voluntarily choose to replace all surveillance audits by unannounced annual surveillance audits.
- 3) Neither the initial certification audit (stage 1 and stage 2) nor the recertification audit can be replaced by an unannounced audit.
- 4) The unannounced audit:
  - a) Shall be conducted within 12 months after the (re)certification decision or
  - b) Shall be conducted within 12 months after the last day of the previous announced surveillance Audit

#### Extraordinary Audits

1. An extraordinary event affecting a certified organization or **GCL INTL** may temporarily prevent the **GCL INTL** from carrying out planned audits on-site. When such a situation occurs, **GCL INTL**, operating under the Scheme need to establish (in consultation with certified organizations) a reasonable planned course of action.
2. The **GCL INTL** should assess the risks of continuing certification and establish a documented policy and process, outlining the steps it will take in the event a certified organization is affected by an extraordinary event.
3. The established policy and process of the **GCL INTL** should define methods for evaluating the current and expected future situation of the certified organization and define alternate potential short-term methods of assessing the organization to verify continuing effectiveness of its man. systems.
4. To enable the **GCL INTL** to assess risk for continuing certification and understand the certified organization's current and expected future situation, the **GCL INTL** shall gather necessary information from the certified organization before deciding on an appropriate course of action. The information collected by the **GCL INTL** shall include the following as appropriate:
  - a) When will the organization be able to function normally
  - b) When will the organization be able to ship products or perform the service defined within the current scope of certification
  - c) Will the organization need to use alternative manufacturing and/or distribution sites? If so, are these currently covered under the current certification or will they need to be evaluated
  - d) Does existing inventory still meet customer specifications or will the certified organization contact its customers regarding possible concessions?
  - e) Has the certified organization implemented the emergency response plan and was the response effective?
  - f) Will some of the processes and/or services performed or products shipped be subcontracted to other organizations? If so, how will the other organizations' activities be controlled by the certified organization?
  - g) To what extent has operation of the management system been affected?
  - h) Has the certified organization conducted an impact assessment?
  - i) Identification of alternative sampling sites, as appropriate.
- 5) If the risk of continuing certification is low, and based on the collected information the **GCL INTL** may need to consider alternative short-term methods of assessment to verify continuing system effectiveness for the organization. This may include requesting relevant documentation (for example, management review meeting minutes, corrective action records, results of internal audits, test/inspection reports, etc.) to be reviewed off-site by the **GCL INTL** to determine continuing suitability of the certification (on a short-term basis only). At a minimum, the process should address the following items:
  - a) Proactive communication between the affected certified organization and the GCL INTL.
  - b) Steps the GCL INTL will take to assess the affected organization and how the plan to move forward will be communicated.
  - c) Specifying the maximum time an alternative short term assessment method could be used before suspension or withdrawal of certification
  - d) Criteria for renewing normal oversight, including the method and timing of any reinstatement activities and assessments.
  - e) Possible amendments to organization's oversight plans on a case-by-case basis and in accordance with GCL INTL procedures.



- f) Ensuring that any deviation from Scheme requirements and GCL INTL procedures is justified and documented, and agreement reached with the Foundation on plans to address temporary deviations from requirements
  - g) Re-establishment of surveillance/recertification activities according to **GCL INTL** oversight plans when access to the affected location is re established
- 6) If contact with the organization cannot be made, the **GCL INTL** shall follow normal processes and procedures for suspension and withdrawal of certification.
- 7) When developing alternate short-term methods of assessment the **GCL INTL** shall take into consideration the following limitations:

*a) First Surveillance Audit*

Normally, the first surveillance audit after initial certification is to be within 12 months of the last day of the initial stage 2 audit. However, providing that sufficient evidence has been collected as above, to provide confidence that the certified management system is effective consideration may be given to postpone the first surveillance for a period not normally exceeding 6 months (18 months from date of initial certification). Otherwise the certificate has to be suspended or the scope reduced.

*b) Subsequent Surveillance Audits*

There may be specific circumstances by which a **GCL INTL** can justify adjusting the timing of a subsequent surveillance audit. If an organization has to shut down completely for a limited period of time (less than 6 months), it would be reasonable for a **GCL INTL** to postpone an audit that had been scheduled to occur during the shutdown until the organization resumes operations. The organization should inform the **GCL INTL** when operations resume so that the **GCL INTL** can conduct the audit promptly.

*c) Recertification Audits*

Normally the recertification audit must be completed and the recertification decision made prior to expiration to avoid loss of certification. However, providing that sufficient evidence has been collected as above, to provide confidence that the certified management system is effective consideration may be given to extend the certification for a period not normally exceeding 6 months beyond the original expiry date. The re-certification shall be carried out within this permissible extended period. Otherwise, a new initial audit should be performed. The expiration of the renewed certification shall be based on the original recertification cycle.

*d) Information to the Foundation*

All deviations from the established certification program shall be justified, documented and shared with the Foundation.

#### Follow-up Audits

A follow-up audit could be conducted to verify the permanent corrective action and to close the major nonconformity.

A follow-up audit shall be conducted by the **GCL INTL** within the six (6) month time frame to verify the closure of the critical nonconformity.

#### Closing-Out of NCN

##### Critical NC

the certificate shall be suspended within 3 working days of being issued, for a maximum period of six (6) months

1. The organization shall provide the **GCL INTL** with objective evidence of an investigation into causative factors, exposed risks and the proposed Corrective Action Plan. This shall be provided to **GCL INTL** within 14 calendar days after the last day of audit.
2. A follow-up audit shall be conducted by the CB within the six (6) month time frame to verify the closure of the critical nonconformity.
3. The certificate shall be withdrawn when the critical nonconformity is not effectively solved within the six (6) month time frame.

##### Major NC

1. The organization shall provide the GCL INTL with objective evidence of an investigation into causative factors, exposed risks and evidence of effective implementation Corrective action plan sent to GCL INTL within 28 days.
2. calendar days. Corrective Action Plan completed within 28 calendar days by implementing a corrective action (CA).
3. A follow up shall be done within 28 calendar days after the last day of audit
4. The certificate shall be suspended when the major nonconformity is not effectively closed within the 28 calendar days after last day of audit

##### Minor NC

Corrective Action Plan sent to **GCL INTL** within 28 calendar days. Corrective Action Plan completed within 28 calendar days after the last day of audit.

Failure to address a minor NC from the previous audit could lead to a major NC being raised at the next scheduled audit.

Note: Also, the evidence of the correction shall be sent by the client/organization to the GCL for verification and approval latest 28 calendar days after the last day of audit.

**26. Privacy Notice**

We take the privacy and the protection of personal information seriously. Our Privacy Notice sets our details about we gather, use and share personal information and about individual privacy rights. How we use personal information depends upon the context in which it is made available to us. Our Privacy Notice is available from our website: <http://gcl-intl.com/privacy-policy-cookies/>

**27. Arbitration and Disputes**

Any dispute, controversy, proceedings or claim between the parties relating to this Agreement shall be settled amicably. If no agreement is reached, the matter will then be referred to an arbitrator nominated by both parties.

**29. Applicable Law and Jurisdiction**

This Agreement and any dispute, controversy, proceedings or claim between the parties relating to this Agreement shall be governed by, and construed in accordance with, the laws of England and Wales

**30. GCL Policies**

GCL follows policies as stated on GCL's website (<https://www.gcl.uk/about-us/policies/>)

**31. GCL Anti-bribery and Corruptions**

GCL follows policies as stated on GCL's website (<https://www.gcl.uk/about-us/policies/>)

