

Contractual arrangements

Choosing a verifier

All businesses subject to National Programme registration have the right to choose their own verifier. This verifier is the person or agency who will come and assess your business for compliance with the Food Act 2014, the Food Regulations 2015, and best practice guidance.

Registration authority

Any business who sells food must be registered. If you only have one business location, you need to register with the local council. If you have multiple sites to register, talk to the Council about how to register your multiple sites. You may need to register with the New Zealand Food Safety (NZFS, formerly Ministry for Primary Industries/MPI).

Choosing a verifier

You have a choice of which recognised verifier you want to carry out your verifications. Whangarei District Council (WDC) is one recognised agency. A list of other recognised agencies can be found on MPI's website:

<http://www.foodsafety.govt.nz/registers-lists/food-act-2014-recognised-agencies/index.htm>

When you have chosen or changed your verifier, you must inform the registration authority which recognised verifier you are using (if you have not already included this on your application for registration).

If you have any questions about choosing a verifier, please contact WDC on 09 430 4230 or NZFS on 0800 00 83 33.

Template Food Control Plans registered with NZFS (MPI) or another Council

If you are operating a multi-site business using a template FCP and have registered with NZFS or another authority because you also operate outside the WDC area, you may still choose to use WDC as your verifier.

If you have registered a template FCP (whether modified or not) with MPI for a business required to operate a custom FCP, WDC is not able to offer verification of "custom" FCPs.

Verification Agreement

This is an agreement **between** _____ (designation)

on behalf of _____ (trading name)

Legal name if different _____

In entering this agreement, you are choosing a Whangarei District Council approved verifier to undertake the verification function for your food operation. You can view other approved verifiers online on the NZFS List of Recognised Persons.

Terms and conditions

You must declare any conflict of interest that exists (or may be perceived to exist) between your organisation and the Council.

Conflict of interest details (include any details where WDC verifiers have helped develop your food safety management plan):

Not applicable

Details: _____

You undertake to:

Pay all fees incurred within 20 working days of the completion of the initial verification (see fees schedule). Where follow up visits are required, additional fees may be incurred. Failure to attend a scheduled verification without cancellation may also result in a fee.

It remains the responsibility of the business operator at all times to provide safe and suitable food. The verifier does not accept liability for food safety or for any losses incurred by the operator.

Whangarei District Council undertake to:

Provide documentation from the verification to you in a timely manner.

Provide generic advice where appropriate, however you should note that your verifier is not in a position to give you specific solutions to problems identified.

All information gained in the course of the verification process will be kept in accordance with the Council's confidentiality policy. In the case of critical non-compliance, the verifier is obliged to report this matter to the Ministry for Primary Industries or other registration authority as appropriate. If you believe you have been unfairly treated during the verification process, you should address your concerns to the Team Leader, Environmental Health, Whangarei District Council, Private Bag 9023, Whangarei, 0148.

Please retain your copy of this agreement for four years as a controlled document in relation to your food business.

Signed
(on behalf of the operator)

Signed
(on behalf of WDC)

Dated

Dated

Thank you for choosing to use WDC as your verifier

Standard Terms for Verification

Definitions

In this agreement, the words "we", "us" and so on mean Whangarei District Council (WDC) or any contractors, and we have used "you" and so on to mean the customer named in the verification agreement.

In these terms the words "**service**" and "**services**" cover the services we have agreed to provide (and anything else we do at your request) which are described below.

"**The Act**" means the Food Act 2014 and any amendments to that Act or Regulations made under the Act such as the Food Regulations 2015.

"**The programme**" means the risk based measure, the Template Food Control Plan or National Programme (Level 1, 2 or 3), you are required to operate under.

Period of Agreement

Subject to the other provisions of these terms, our obligations to each other start on the date this agreement is signed by both parties and end on the date that termination of this agreement is received by WDC, or 20 working days after WDC notifies the operator that it is not able to continue to provide verification services, except where those obligations are expressly stated to survive termination.

Preconditions or Conflicts of Interest

If any staff from WDC have been involved in the design of your food premises or procedures, we cannot act as your verifier. We aim to undertake the agreed services in an independent and impartial manner at all times. WDC has been approved by the New Zealand Food Safety - NZFS (formerly MPI) as a recognised verifier under the Act.

Nature of the Services

We will verify your food safety practices as required during the term of this agreement and (where appropriate) report your compliance with the programme and with the relevant provisions of the Act to your registration authority and/or NZFS.

We will obtain such evidence as we consider sufficient to enable us to draw reasonable conclusions as to whether or not you are complying with the programme and with the relevant provisions of the Act. The nature and extent of our procedures will vary according to our assessment of your systems, premises and practices, and, where we wish to place reliance on it, your internal control framework.

We will report in writing any matters we consider important and requiring attention.

If we believe there are potential food safety or suitability issues eg product recall, complaints received, on direction from NZFS or other registration authority, we may carry out unscheduled verification of your business. Additional fees may be incurred in these circumstances.

Purpose of the Services

Our services are designed to monitor compliance with the risk-based measure and with the relevant sections of the Act. If any deficiencies in internal controls and practices, not strictly relevant to the verification, come to our attention, we will advise you of these, but we only aim to identify deficiencies within the scope of the verification.

Any other services we may provide from time to time at your request are distinct from our function as verifiers and may be refused if this would generate a conflict of interest with regards to your verification.

Our agreeing to provide the services does not constitute a permit, authorisation, or other permission under any Act, Regulation, or Bylaw. Our verification does not remove your liability for the consequences of failure to comply with any Act, Regulation, Bylaw, or other requirement.

Standard of Service

When we provide services to you, we will use our best endeavours to:

- provide the services with care and skill
- ensure your verifier is knowledgeable and competent to verify your specific food business operations. This may include contracting a Technical Expert to assist us in the verification your food business
- provide the services within a reasonable time or within any agreed time limit
- provide a reliable service although we do not guarantee it will be fault free
- provide a report to your registration authority within 10 working days of completing the verification in any situation where WDC is not the registration authority, or where the registration authority is NZFS/MPI, information required in the format specified within 10 days of the end of the calendar month.

Confidentiality

All communications between us (the agency) and you (the customer) are treated with strict confidentiality. All electronic records maintained by us are only accessible by approved staff. You may request a copy of any correspondence on your customer file at any time, eg, a past verification report. A Food Safety Officer or NZFS representative may request verification information from us or you. We will notify you if any such person requests such information from us about your food business.

Any corrective actions or non-compliances identified during the verification process of your business will be notified to the applicable registration authority and/or NZFS.

Complaints and disputes

If you have a complaint in relation to our services, or the person conducting them, or you dispute any recommendation put forward by your verifier, or you would like to comment on the service you received, please contact the Team Leader Environmental Health within 15 working days of the verification. We document all complaints, disputes and compliments in an attempt to continually improve our service under our Quality Management System. All complaints or disputes are confidential.

Your General Responsibilities

Within 14 days you must advise us of a change of verifier.

To enable us to properly carry out our statutory responsibilities as a recognised verifier, you must maintain records which comply with the requirements of the Template Food Control Plan or National Programme (level 1, 2 or 3 as applicable) and which contain sufficient detail to enable us to ensure that:

- The food preparation tasks identified in your program are being properly carried out by appropriate staff who have been suitably trained and instructed
- Any restrictions or conditions placed on registration are being complied with
- You notify us of any further information, including any post verification events, which may have a bearing on our verification responsibilities. This must include changes to the scope of your operation or significant changes
- All information you give us needs to be correct and complete

Our Charges

Verification fees are prescribed within WDC fees and charges, these are subject to annual review and are publicly notified through the Annual Plan process. We will provide you with an invoice that must be paid by the 20th of the following month.

Our Right to Suspend or Restrict Any Service

If your registration is revoked, surrendered or substituted, or if you do not pay our charges or meet any other responsibilities you have to us, we may suspend or restrict the services at any time. Such activities will be reported to the registration authority and/or NZFS.

Our Right to Stop Providing the Service

If your registration is revoked, surrendered or substituted, or if you do not pay our charges or meet any other responsibilities you have, we may stop providing any of our services to you. This right is additional to any other right or remedy we may have against you under the Act. Otherwise, where we have agreed to provide a service for a minimum period, we will continue providing it until the end of that period, and we will notify you with 14 days before we stop providing the service.

More Than One Customer

Every person named as a customer in this agreement must meet all of your responsibilities under this agreement.

Sending Invoices and Notices

We will send invoices and other notices to the last address you have given us or by email as indicated. We can assume any invoice or notice we send by post has been delivered 5 days after we post it. Please tell us if you change your address.

Verification agreement records

All verification agreements will be kept on our records for a minimum of 4 years in relation to our record keeping requirements under the Food Act 2014. Verification reports are retained indefinitely.

Changing These Terms

Any changes to the terms of this agreement must be in writing and signed by us.