

# STANDARD TERMS FOR VERIFICATION



## NATIONAL PROGRAMMES AND TEMPLATE FOOD CONTROL PLANS

### DEFINITIONS

In this agreement, the words “we”, “us” and “our” means Hutt City Council (HCC) or any contractors, and we have used “you” and “your” to mean the customer named in the verification agreement, ie the business representative.

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 Template Food Control Plan or National Programme (level 1, 2 or 3) the customer is required to operate under.

“MPI” means Ministry for Primary Industries.

### PERIOD OF AGREEMENT

Subject to the other provisions of these terms, our obligations to each other start on the start date and end on the termination date set out in the verification agreement, ***except where those obligations are expressly stated to survive termination.***

### PRECONDITIONS OR CONFLICTS OF INTEREST

If any staff or contractors from HCC 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.

### 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 MPI.

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 services 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 not report on every matter which comes to our attention, but rather only those matters we consider as important and requiring attention.

## PURPOSE OF THE SERVICES

Our services are designed to monitor compliance with the programme and with the relevant sections of the Act. If any deficiencies in internal controls and practices, not strictly relevant to the verification, come to your attention, we will advise you of these, but we only warrant identifying those deficiencies coming within the terms of reference 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 a conflict of interest with regards to your verification were to arise.

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 reasonable 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 of 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 you with a verification report within 5-10 working days
- Report to MPI within 10 working days of completing the verification on the verification topic outcomes and overall verification outcome.

## 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, for example a past verification report. A food safety officer or MPI 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.

All verification topic outcomes and the overall verification outcome is reported to MPI and or if applicable the registration authority.

NOTE: HCC is subject to LGOIMA and may have to release information if lawfully obligated to do so.

## 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 the agency, please contact the Manager, Environmental Health within 14 working days of receiving your verification report. We will respond with an outcome within 20 working days. We document all complaints in an attempt to improve our service under our Quality Management System. All complaints are held as strictly confidential.

FOR VERIFICATION

## 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 also:

- 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 programme 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
  - All information you give us is correct and complete
- Allow your verifier access to all records and staff, and areas of your premises where food is stored, prepared or handled.

## OUR CHARGES

Verification fees are prescribed within HCC's fees and charges structure and are subject to annual review and publicly notified through the Annual Plan process. We will provide you with an invoice for time spent on verification activities, including travel time. Please refer to Council's fees and charges list.

## 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 MPI.

## 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 to us, 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 at law which rights and remedies survive termination of this agreement.

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.

## YOUR RIGHT TO TERMINATE THE AGREEMENT

If you no longer require our services, you must terminate this agreement in writing to us with 14 days' notice.

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## **MORE THAN ONE CUSTOMER**

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

## **SENDING INVOICES AND NOTICES**

We will send invoices and other notices to the last address you have given us. We can assume any invoice or notice we send by post has been delivered five 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 four years in relation to our record keeping requirements under the Food Act 2014.

## **CHANGING THESE TERMS**

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