

CHOOSING HUTT CITY COUNCIL ENVIRONMENTAL HEALTH TEAM AS YOUR VERIFIER



This information applies to businesses registered with a different Registration Authority who wish to use Hutt City Council as their Verifier.

AGENCY OVERVIEW

Hutt City Council (HCC) has been approved by the Ministry of Primary Industries (MPI) as a recognized agency for:

- National Programme Level 1, 2 and 3, and
- Template Food Control Plans registered with MPI

Note: All template food control plans registered with HCC will be verified by our approved verifiers. You do not need to complete the verification agreement form as you agree to our agency to carry out the verification through the application for registration process.

VERIFICATION PROCESS

Verifications are carried out by our trained verifiers who are professionals that visit your business by appointment to check you are selling safe and suitable food.

The verification itself is a semi-formal meeting where the business operator must ensure they are complying with the requirements of the Programme and or Plan in which they are registered under. During this visit the verifier will check required records, ask a mixture of questions to staff, request to demonstrate food safety practices and carry out a reality check of the premises.

OUR CHARGES

Verification fees are prescribed within the 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. (Refer to Council's fees and charges list). Verification services include booking the verification; preparing the report and reviewing compliance history; on site verification; verification reporting; and corrective action follow up and travel time if applicable.

PAYMENT TERMS

Invoices for verification services are strictly due the 20th of the month following invoice date. Invoicing will be issued progressively, typically following the on-site verification and then on clearance of the verification findings.

VERIFIER CONFIRMATION PROCESS

Once your verification agreement application is received and approved by HCC, a confirmation letter will be sent to you that can be forwarded to your Registration Authority. A verifier will contact you in advance and arrange an appointment within the following timeframes:

Registration Type	Initial Verification	
	New business	Existing business
MPI template FCP	Within 6 weeks	Within 1 year
NP3	Within 6 weeks	Within 6 months
NP2	Within 6 weeks	Within 1 year
NP1	Within 6 weeks	Within 1 year

Verification frequency thereafter is dependent on the verification outcome and will be discussed during the verification process

HOW TO SUBMIT YOUR APPLICATION

Submit your completed verification agreement to us by email, in person or by post to:

Hutt City Council

Attn: Environmental Health

30 Laings Road

Private Bag 31-912

Lower Hutt 5040

Email: environmental.health@huttcity.govt.nz

If you have any further questions or concerns, get in touch with the duty Environmental Health Officer on ph 04 570 6666 or by the above email.

VERIFICATION AGREEMENT

NATIONAL PROGRAMMES AND
TEMPLATE FOOD CONTROL PLANS
REGISTERED OUTSIDE OF THE HUTT CITY COUNCIL AREA



Thank you for choosing Hutt City Council (HCC) as your verifier. The purpose of this contract is to agree the terms of our arrangement with you.

OPERATOR TO COMPLETE

Operator (<i>eg limited company, partner</i>)	Trading name (<i>if different</i>)
Physical address	
Postal address (<i>if different</i>)	
Contact person and title (<i>eg director, manager</i>)	
Contact phone number	Mobile phone number
Email	

HCC TO COMPLETE

Registration number	Start date
Risk based measure	Termination date

AGREEMENT

I/we have read and agreed to the standard terms and conditions of this contract. This agreement must be completed by a person who has the authority to act on behalf of the business, eg the owner, operator or director, partner or other person with legal authority to act on behalf of the business operator.

Operator name or authorised person (<i>print name</i>)	Designation/title
Signature	Date or <input type="checkbox"/> until either party terminate this agreement

HCC representative (<i>print name</i>)	HCC representative designation/title
HCC representative signature	Date

STANDARD TERMS FOR VERIFICATION

NATIONAL PROGRAMMES AND TEMPLATE FOOD CONTROL PLANS REGISTERED OUTSIDE OF THE HUTT CITY COUNCIL AREA

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.

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.

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.