

Agreement Verification Services Agreement

Food Act 2014



Who should complete this agreement?

Business owners registered under a National Programme who choose the Gisborne District Council as their verification agency

A business subject to the National Programme registration has the right to choose their own verifier. This verifier is the agency who will come and assess your business for compliance with the Food Act 2014 and the Food Regulations.

A list of the recognised agencies who offer verification services can be found on Ministry for Primary Industries website: Recognised Verification Agencies

If you have registered your business with the Gisborne District Council, you must inform us about which recognised agency you are using.

If you have any questions about choosing a verifier, please contact Gisborne District Council on 06 8672049 or email food@gdc.govt.nz or the Ministry for Primary Industries - 0800 00 83 33 or email to info@mpi.govt.nz

Businesses operating under Template Food Control Plans

Gisborne District Council is the default verification agency for any business registered with the Food Service Sector - Template Food Control Plan.

Who should not complete this agreement?

Gisborne District Council is not able to offer verification services for:

1. Custom food control plans that are registered by Ministry for Primary Industries.
2. Some National Programme specialist food manufacturing.
3. A mobile food business registered by another Council.

A list of the recognised agencies who offer verification services can be found on Ministry for Primary Industries website.

1. Verification agreement

This is an agreement between Gisborne District Council (as Verification Agency) and:

Legal name of business:

Registered company Partnership Sold trader Individual

Trading name:

Name of person who owns the business:

In entering this agreement you are choosing Gisborne District Council to undertake the compliance verification function for your food business.

Terms and Conditions

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

- Not applicable
 Conflict of interest

Details:

You the undersigned, undertake to:

Pay all fees incurred within 20 working days being invoiced for verification fees. 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 Gisborne District Council and their verifiers do not accept liability for food safety or for any losses incurred by the operator.

Gisborne District Council will:

- Provide verification services as required by the Food Act 2014.
- Provide documentation from the verification to you in a timely manner.

- Invoice for services completed in a timely manner.
- Provide generic guidance where appropriate. You should note that the 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 we are obliged to report this matter to the Ministry for Primary Industries.

If you believe you have been unfairly treated during the verification process, you should address your concerns to the Regulatory Services Manager, Gisborne District Council, P O Box 747, Gisborne 4040.

Term of agreement (duration):

The term of this agreement begins on the date of both signatories below and continues until either of the following occurs:

- Formal notification from the business owner of surrender of registration
- Formal notification from the business owner of change of verification agency

Terms of agreement are attached.

On behalf of business owner

Signed:

Title/position:

Date:

On behalf of Gisborne District Council

Signed:

Title/position:

Date:

This agreement will be posted to you once processed at the Gisborne District Council Office.
Please retain your copy of this agreement for 4 years as a controlled document in relation to your food business.

Thank you for choosing to use Gisborne District Council as your Verification Agency.

OFFICE USE ONLY

Prem No:

Contact No:

Application No:

FCP ID No:

FCP Site No:

Standard terms for verification

Definitions

In this agreement, the words "we", "us" and so on mean Gisborne District Council (GDC) or any contractors employed by Gisborne District Council, 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), the customer is required to operate under.

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 from Gisborne District Council who are appointed as Food Act 2014 Verifiers 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

Gisborne District Council and specific staff have been approved and/or recognised by the Ministry for Primary Industries to provide verification services under the Act for some risk based measure programmes.

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 Ministry for Primary Industries.

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 such as product recall, complaints received, or similar matters, on direction from Ministry for Primary Industries or your registration authority, we may carry out unscheduled verification of a business. Additional fees will 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 verification 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 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.
- Forward to Ministry for Primary Industries the required information in the specified format within 10 days of the end of the calendar month.

Confidentiality

All communications between us (the agency) and you (the customer) are treated with confidentiality, subject to the Local Government Official Information Act. 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 Ministry for Primary Industries 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.

The verification outcomes, including any corrective actions or non-compliances identified during the verification process of your business will be notified to Ministry for Primary Industries.

Complaints and disputes

If you have a complaint in relation to our services, or the person conducting them, or you dispute any outcome put forward by your verifier, or you would like to comment on the service you received, please contact service@gdc.govt.nz. We document all complaints, disputes and compliments in an attempt to continually improve our service under our Quality Management System.

Our charges

Verification fees are listed in the Gisborne District Council fees and charges. These are subject to annual review and are publicly notified. We will provide you with an invoice for verification services that must be paid by the 20th of the following month.

Our right to suspend or restrict any service

If your registration is cancelled, 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 Ministry for Primary Industries.

Our right to stop providing the service

If your registration is cancelled, 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.

Sending invoices and notices

We will send invoices and other notices to the last address you have given us that relates to your food business registration. 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.

Your general responsibilities

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

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

To enable us to properly carry out our statutory responsibilities as a verification agency, you must maintain documents and 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.

Changing these terms

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