

Verification Services Terms and Conditions

Introduction

WDC has been approved by MPI as a recognised verification agency under the Food Act 2014. Verification of the Food Control Plan or National Programme by a recognised verifying agency is required under the Food Act 2014.

WDC employs staff that have been approved by MPI as recognised persons under The Act to undertake verification of Food Control Plans and National Programmes.

By accepting these terms and conditions the Operator is choosing WDC to undertake the verification service for the Operator's food business.

WDC's Verification Fees & Charges

Verification fees are prescribed within WDC's Annual Plan Fees and Charges Schedule for verifications undertaken within the boundaries of the Whakatāne District. Presently, excluding travel costs for outside the district, the fees and charges set by Whakatāne District Council are subject to annual review and are publicly notified through the Annual Plan process.

WDC will provide the Operator with an invoice(s) for verification services. Where follow-up visits are required by WDC in relation to the Service, additional fees may be incurred and are required to be paid within 20 working days of the date of WDC's invoice.

If the invoice is issued prior to the Service taking place, the invoice must be paid within 20 working days of the Service taking place

If the invoice is issued after the Service has taken place, the invoice must be paid within 20 working days of WDC's invoice date.

Businesses based outside of Whakatāne District:

- will be charged a travel fee of \$0.95 per kilometre (GST incl.)
- if other modes of travel are required for verification of a site, e.g. flights, then the cost of these travel arrangements is at the operators expense

These travel charges are additional to the Verification Fees outlined in Table 1 and WDC's Annual Plan Fees and Charges Schedule.

Definitions

- "MPI" means the Ministry of Primary Industries.
- "Operator" means the Operator of the food business.
- "Registration Authority" means the chief executive of MPI and/or the relevant territorial authority, which is Whakatāne District Council.
- "Service" and "Services" mean the verification services WDC have agreed to provide (and anything else WDC does at the Operator's request) which are described above and below.
- "WDC" means Whakatāne District Council.
- "Terms" mean these Verification Terms and Conditions.
- "The Act" means the Food Act 2014, any amendments, and its subordinate legislation or other legal instruments e.g. Food Regulations 2015 or Food Notices etc.
- "Food Control Plan or FCP" means a plan of a kind described in section 36 of the Food Act 2014.
- "Template Food Control Plan or FCP" means a Food Control Plan using the templates issued by MPI under section 39 of the Food Act 2014.
- "National Programme or NP" means a plan of a kind described in section 74 of the Food Act 2014.

Table 1. Verification fees

Food Control Plan Verification Fees (GST incl.)	
New Food Control Plan	\$765.00
Renewal Food Control Plan	\$560.00
Travel outside district	\$0.95/km
National Programmes Verification Fees (GST incl.)	
Hourly rate	\$155.00
Travel outside district	\$0.95/km

If a Technical Expert is needed to assist WDC in the verification of the Operator's food business, this will be at the Operator's expense. WDC will advise the Operator prior to contracting Experts of any additional costs that may be incurred.

Failure to pay for services received will result in referral to debt collection agency and additional fees may be incurred.

The Operator shall

- Remain responsible at all times to provide safe and suitable food in relation to its food business in accordance with The Act.
- Declare to WDC if there exists or may be perceived to exist a conflict of interest between the Operator's food business and WDC.
- Pay all fees incurred from the Service.
- Notify WDC of any information, including post-verification events which may be relevant to WDC's verification responsibilities. This includes
 any significant changes including those to the Scope of Operation.
- Acknowledge that WDC is not liable for food safety or for any losses incurred by the Operator in regards to the Operator's food business.
- Provide and/or make available the previous verification reports for the business to WDC and its staff.
- Acknowledge that WDC and its staff have a dual role under The Act, namely as Food Safety Verifiers and as Food Safety Officer (FSO). The FSO role will be invoked in response to any critical non-compliances found during the verification process within the Whakatāne and Kawerau Districts. Outside the Whakatāne and Kawerau Districts, critical non-compliances will be reported to the Operators Registration Authority.

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- Acknowledge that WDC and/or its staff are required to report to the Registration Authorities (MPI) within 24 hours all critical non-compliances and follow up action found for the business in accordance with The Act.
- Provide WDC with adequate notice in the event a new verifying agency has been engaged. A letter from the new verifying agency confirming acceptance of the Operator as a client is required.

WDC shall:

- Provide to the Operator documentation of the Service in a timely manner.
- Provide generic advice to the Operator where appropriate. WDC and its staff are not in a position to provide specific solutions to the Operator.
- Report critical non-compliances found and actions taken, to the Registration Authorities (local and MPI) within 24 hours in accordance with MPIs requirements.
- Ensure the verifier is knowledgeable and competent to verify the Operator's specific food business operations. This may include contracting
 a Technical Expert to assist WDC in the verification of the Operator's food business. WDC will advise the Operator prior to contracting
 Experts, of any additional costs that may be incurred.
- Provide a reliable service, although WDC does not guarantee it will be fault free.
- Provide the Services within a timely manner.

Conflicts of Interest

WDC aims to undertake the Services in an independent and impartial manner at all times.

If a WDC verifier has been involved in the design of the Operators food premises or procedures, this verifier may not be able to act as the Operators verifier as it would be a conflict of interest. However, if this verifier is the only option, then the Service will be overseen by Team Leaders and/or Manager of Environmental Health to ensure impartiality.

Nature of the Services

WDC will verify the Operator's food safety practices as required under The Act.

If MPI are the Operator's registration authority, WDC shall report to MPI on the Operator's compliance with the Food Control Plan or National Programme and the relevant provisions of The Act.

The nature and extent of the Service may vary according to the WDC's assessment of the Operator's systems, premises and practices. WDC will obtain the evidence it considers sufficient to enable WDC to draw reasonable conclusions as to whether or not the Operator is complying with the FCP or NP and with the relevant provisions of The Act and ensuring safe and suitable food for human consumption.

WDC will report in writing any matters considered important and requiring attention. WDC will provide copies of the verification reports to the Operator.

If WDC believes there are potential food safety or suitability issues (e.g. product recall, complaints received), on direction from MPI, WDC may carry out unscheduled and/or unannounced verification of the Operator's business. Additional fees may be incurred in these circumstances.

Purpose of the Services

WDC's Services are designed to monitor compliance with the risk-based measures and with the relevant sections of The Act. If WDC becomes aware of any deficiencies in internal controls and practices that are not strictly relevant to the Service, WDC will advise the Operator of these, but will only aim to identify deficiencies within the scope of the verification.

Any other service WDC may provide from time to time at the Operator's request, distinct from WDC's function as verifiers as part of the Service, may be refused if this would generate a conflict of interest with the Service.

WDC's agreement to provide the Service does not constitute a permit, authorisation, or other permission under any Act, Regulation, or Bylaw. WDC's verification does not remove the Operator's liability for the consequences of failure to comply with any Act, Regulation, Bylaw, or other requirement.

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Confidentiality

All communications between WDC and the Operator are subject to the Privacy Act 2020, the Food Act 2014, and the Local Government Official Information and Meetings Act 1987.

All electronic records maintained by WDC are accessible by all staff. The Operator may request a copy of any correspondence on the Operator's file at any time. A Food Safety Officer or MPI representative may request information from WDC or the Operator. WDC as Registration Authority may share information with other Registration Authorities including MPI as per the Food Act 2014.

Correspondence between WDC and the Operator that contains commercially sensitive information is confidential, but may be discoverable under the Local Government Official Information and Meetings Act 1987. Such correspondence includes, but is not limited to, complaints, disputes, verification reports, verification outcome letters, close out letters and records provided for Corrective Action close outs.

Complaints and Disputes

If the Operator has a complaint in relation to WDC's Verification Services, or the person conducting the Services or the Operator disputes any recommendation put forward by the verifier, or the Operator would like to comment on the Service received, the Operator may contact the Manager of the Environmental Health team at WDC. WDC documents all complaints, disputes and compliments as part of its commitment to continually improve its service under WDC's Quality Management System. All complaints or disputes are confidential. Complaints must be provided in writing to the Team Leader of Environmental Health at WDC within 15 working days of the receipt of the verification report. Response will be provided by WDC in writing within 20 working days.

WDC's Right to Suspend or Restrict Any Service

If the Operator's registration is revoked, surrendered or substituted, or if the Operator does not pay WDC's charges or meet any other responsibilities towards WDC, WDC may suspend or restrict the Service at any time. Notification of such events will be made to the relevant registration authorities.

WDC's Right to Stop Providing the Service

If the Operator's registration is revoked, surrendered or substituted, or if the Operator does not pay WDC's charges or meet any other responsibilities towards WDC, WDC may stop providing the Services to the Operator. This right is additional to any other right or remedy WDC may have against the Operator under The Act. Otherwise, where WDC has agreed to provide a Service for a specified period, it will continue providing the Service for the remainder of that period or until terminated with 14 days' written notice.

Sending Invoices and Notices

WDC will send invoices and other notices to the last address the Operator has given to WDC. WDC can assume any invoice or notice WDC sends by post has been delivered five (5) days after it has been posted. The Operator must advise WDC if the Operator changes the postal address.

Verification Reports & Correspondence

All Verification Reports and correspondence will be kept as part of WDC's records for a minimum of four (4) years. A copy of each Verification Report will be provided to the Operator after the Service has been conducted.

Business Name:	Whakatāne District Council
Business Address:	Signature:
Signature:	Signers Name:
Signers Name:	Role:
Date:	Date:

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