



Verification Agreement

This is an agreement between:

[name and designation]

On behalf of:

[trading name]

[legal name, if different]

And:

Whanganui District Council

Overview of Agreement

In entering this agreement you are choosing Whanganui District Council to undertake the verification function for your food operation.

In signing this agreement you acknowledge and accept the Standard Terms for Verification which forms part of this agreement.

This agreement is based on the information and scope in your Premises Application form.

Please retain your copy of this agreement for 4 years as a controlled document in relation to your food business.

This agreement satisfies Regulation 110(2)(n) of the Food Regulations 2015.

Name:

Date:

Food Compliance

Date:

Standard Terms for Verification

1. Definitions

- 1.1 In this agreement:
 - 1.1.1 the words "**we**", "**us**" and so on mean Whanganui District Council (WDC) or any contractors, and
 - 1.1.2 the words "**you**" and so on mean the customer named in the verification agreement.
 - 1.1.3 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.
 - 1.1.4 "**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.
 - 1.1.5 "**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.

2. Period of Agreement

- 2.1 Unless terminated by clause 13 of this agreement or by written notice giving 14 days' notice by either party this agreement will continue indefinitely.

3. Preconditions or Conflicts of Interest

- 3.1 If any staff from WDC has 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 Ministry for Primary Industries (MPI) as a recognised agency under the Act.
- 3.2 You must declare any potential conflicts of interest that could influence the decisions made about your business.

4. Nature of the Services

- 4.1 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.
- 4.2 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.
- 4.3 We will report in writing any matters we consider important and requiring attention.
- 4.4 If we believe there are potential food safety or suitability issues e.g. product recall, complaints received, on direction from MPI or your registration authority, we may carry out unscheduled verification of a business. Additional fees may be incurred in these circumstances.
- 4.5 If the Whanganui District Council is providing this verification on behalf of another Territorial Authority as part of a shared service agreement, any associated fees will be on charged by that Territorial Authority.

5. Purpose of the Services

- 5.1 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.
- 5.2 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.
- 5.3 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.

6. Standard of Service

- 6.1 When we provide services to you, we will use our best endeavours to:
 - 6.1.1 provide the services with care and skill
 - 6.1.2 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
 - 6.1.3 provide the services within a reasonable time or within any agreed time limit
 - 6.1.4 provide a reliable service although we do not guarantee it will be fault free
 - 6.1.5 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 MPI, information required in the format specified within 10 days of the end of the calendar month.

7. Confidentiality

- 7.1 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, e.g., a past verification report.

- 7.2 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.
- 8. Notify registration authority**
- 8.1 Any unacceptable outcome or critical non-compliances identified during the verification process of your business will be notified to the applicable registration authority and/or MPI.
- 9. Complaints and disputes**
- 9.1 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, the Whanganui District Council contact for this is the Compliance Operations Manager.
- 9.2 Complaints will be dealt with in accordance with our Quality Management System. A copy of our policy in relation to complaints against staff can be provided on request.
- 9.3 All complaints or disputes are confidential.
- 10. Your General Responsibilities**
- 10.1 Within 14 days you must advise us of a change of verifier.
- 10.2 To enable us to properly carry out our statutory responsibilities as a recognised agency, 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:
- 10.2.1 The food preparation tasks identified in your program are being properly carried out by appropriate staff who have been suitably trained and instructed
- 10.2.2 Any restrictions or conditions placed on registration are being complied with
- 10.2.3 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
- 10.2.4 All information you give us needs to be correct and complete
- 11. Our Charges**
- 11.1 Verification fees are prescribed within WDC fees and charges, these are subject to annual review and are publicly notified through the Annual Plan process.
- 12. Our Right to Suspend or Restrict Any Service**
- 12.1 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.
- 13. Our Right to Stop Providing the Service**
- 13.1 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 the services to you. This right is additional to any other right or remedy we may have against you under the Act.
- 14. More Than One Customer**
- 14.1 Every person named as a customer in this agreement must meet all of your responsibilities under this agreement.
- 15. Sending Invoices and Notices**
- 15.1 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 5 days after we post it. You agree to inform us of any change of address.
- 16. Verification agreement records**
- 16.1 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.
- 17. Changing These Terms**
- 17.1 Any changes to the terms of this agreement must be in writing and signed by both parties.
- 18. Verification Acceptance**
- Once Council is satisfied that the requirements of the Verification Agreement have been met the agency can accept this request to verify the nominated premise.