

VERIFICATION AGREEMENT

Introduction

I request Food Check South to verify my (*circle one*) Food Control Plan / National Programme Level 1, 2 or 3 (as applicable) on the Standard Terms contained in this document.

Customer Details

Legal name of Operator:				
Trading Name:				
Physical Address:				
Postal Address:				
Contact Person and Title: (Director, Manager, etc.)				
Contact Phone Number:				
Email:				
Plan (<i>Circle one</i>)	FCP	NP1	NP2	NP3
Please provide a description of your business:				

Operator Agreement

I agree to pay fees, as approved by Invercargill City Council, incurred for verification services. Please refer to our website for our [Fees](#) and Charges

This Agreement must be completed by a person who has the authority to act on behalf of the business. I have read and agree to the terms and conditions of this contract. (see pages 2-4)

Operator Name _____ Signature _____

Designation / Title _____ Date _____

Office Use Only

Food Check South (FCS) agree to undertake verifications of your Food Control Plan / National Programme (*circle one*).

Yes No

Name _____ Signature _____
(For Food Check South)

Title _____ Date _____

Thank you for using our verification service

If you wish to contact Invercargill City Council please:
Ring 03 211 1777 or email food@icc.govt.nz

FCS No		MAPS No:	
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TERMS AND CONDITIONS (National Programme)

1. Definitions

In this agreement, the words "we" "us" and "our" mean Food Check South or any contractors, and "you" and "your" means the customer named in the verification agreement.

The words "service" and "services" means 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 amendments) or Regulations made under the Act including the Food Regulations 2015.

"The programme" means the National Programme (Level 1, 2 or 3) under which you are required to operate.

"ICC" means Invercargill City Council.

"Food Check South" means the Food Team at the Invercargill City Council, and is an industry name for the Food Act Verification service provided by Invercargill City Council, Gore District Council, and Clutha District Council.

MPI means the Ministry for Primary Industry.

"Start Date" is the date the agreement is signed by the ICC.

2. Term of Agreement

2.1 Our obligations to each other commence on the start date and end six years later, except where stopped in accordance with clause 12.

3. Conflicts of Interest

3.1 If any staff member or contractors from Food Check South have been involved in the design of your food premises or procedures; that staff member cannot act as your Verifier. We shall undertake the agreed services in an independent and impartial manner at all times.

4. Nature of Food Check South's Service

4.1 We will verify your food safety practices as required during the term of this agreement and will (where appropriate) report on your compliance with the programme and with the Act. Our report

will be presented to your registration authority and MPI.

4.2 We will obtain as much evidence as we consider sufficient to enable us to draw reasonable conclusions as to whether or not you are complying with your programme and with the Act. The nature and extent of our procedures will vary according to our assessment of your systems, premises and practices. When we need to place reliance on it, your internal control framework will also be verified.

4.3 We will not report on every matter which comes to our attention, but will report on those matters we consider important and which require attention.

4.4 You might ask us for other help from time to time. Advice that we give on these occasions is different from our function as verifiers, and we may not be able to assist if it creates a conflict with our verification role.

4.5 Our agreement to provide verification services does not constitute a permit, authorisation, or other permission under any other Act, Regulation, or Bylaw. Our verification does not remove your liability for the consequences of failure to comply with all other Acts, Regulations, Bylaws, or other rules that are applicable to you.

5. Purpose of Food Check South's Service

5.1 Our services are provided to monitor compliance with your Programme and with the relevant sections of the Act.

6. Standard of Food Check South's Service

6.1 When we provide services to you, we will:

6.1.1 Provide our services with care and skill.

6.1.2 Ensure that the Verifier is competent to verify your Programme. This may include contracting a Technical Expert to assist us with the verification.

6.1.3 Provide the services within a reasonable or agreed timeframe.

6.1.4 Provide a report to you and MPI within 20 working days of completing the verification.

7. Confidentiality

- 7.1 All communications between Food Check South and you as the Operator will be treated with strict confidentiality. All electronic records maintained by us are only accessible by approved staff members. You may request a copy of any correspondence on your business file at any time (e.g. a past verification report). A Food Safety Officer or MPI representative may request verification information from us or you.
- 7.2 Any corrective actions or non-compliances identified during the verification process of your business will be notified to the applicable registration authority and MPI.
- 7.3 This provision remains, even after termination of this Agreement.

8. Complaints and disputes

- 8.1 If you have a complaint in relation to our service or the way the Verifier conducted themselves, please provide details in writing to the Environmental and Compliance Manager at ICC.
- 8.2 If you dispute any outcome identified by the verifier or agency please provide details in writing to the Environmental and Compliance Manager at ICC.
- 8.3 We document all complaints in an effort to improve our service under our Quality Management System. All complaints are held as strictly confidential.

9. Your general responsibilities

- 9.1 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 your Programme (level 1, 2 or 3 as applicable). The records must contain sufficient detail to enable us to ensure that:
 - 9.1.1 The food preparation tasks identified in your programme are being properly carried out by appropriately trained and qualified staff members.
 - 9.1.2 Any restrictions or conditions placed on registration are being complied with.
 - 9.1.3 You notify us of any further information, including any post verification events, which may have a bearing on our verification responsibilities.
 - 9.1.4 All information you give us is correct and complete.

10. Change of Verifier

- 10.1 If you wish to change your Verifier you must give Food Check South notice of your intention in writing within 21 days.

11. Food Check South charges and invoicing

- 11.1 Verification fees are prescribed within the fees and charges structure of Invercargill City Council. They are subject to annual review and publicly notified through the Annual Plan process.
- 11.2 We will provide you with an invoice after each verification. The invoice must be paid by the 20th day of the following month.

12. Our right to suspend, restrict or stop the service

- 12.1 If your registration is revoked or surrendered; or if you do not pay our fees or meet any other responsibilities you have to us, we may suspend, restrict or stop our services to you at any time.
- 12.2 We may also stop the verification agreement in the event of;
 - 12.2.1 That you change the scope of your operation to such an extent that our staff do not have sufficient technical expertise to verify your business; or
 - 12.2.2 In the event our technical expert leaves our employment and therefore we are unable to verify you; or
 - 12.2.3 Your actions towards our verifiers has been inappropriate, that cause health and safety concerns for our team.
- 12.3 Should we suspend, restrict or stop our service to you this will be reported to your Registration Authority and MPI.

12.4 This is additional to any other rights or remedies we may have against you at law, including those which survive termination of this agreement.

12.5 We will notify you at least 14 days before we stop providing the service.

13. More than one customer

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

14. Sending invoices and notices

14.1 We will send all documentation, including invoices, to the email address supplied on this Agreement unless otherwise notified.

15. Verification Agreement records

15.1 All Verification Agreements will be kept for a minimum of four years to meet record keeping requirements under the Food Act 2014.

16. Changing these Terms

16.1 Any changes to the terms of this Agreement must be in writing, agreed to and signed by both parties.

TERMS AND CONDITIONS (Food Control Plan)

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In this agreement, the words "we" "us" and "our" mean Food Check South or any contractors, and "you" and "your" means the customer named in the verification agreement.

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