

Verification Agreement

I agree to the verification of my food business to be undertaken by the Western Bay of Plenty District Council.

I understand that a Council approved verifier will undertake the verification of my food operation.

I understand that either party may terminate this agreement by notification in writing.

I confirm:

- 1.** That no conflict of interest exists (or may be perceived to exist) between my business and the Council
- 2.** That I will pay all fees incurred in Council undertaking the verification (refer to Council's fees and charges)
- 3.** I will make staff available during the verification to answer questions/show/demonstrate what they do to keep food safe and suitable.
- 4.** I understand that it is my responsibility as the business operator to provide safe and suitable food at all times. The Council does not accept liability for food safety or for any losses incurred by me as the business operator.
- 5.** I have read the standard terms for the verification attached.

I understand the Council:

- 1.** Will provide documentation from the verification in a timely manner.
- 2.** All information gained in the course of the verification process will be kept in accordance with the Council's confidentiality policy.
- 3.** That on the case of critical non-compliance the Council is obligated to report this matter to the Ministry for Primary Industries or other registration authority as appropriate.
- 4.** Will undertake a review, upon request if I believe I have been unfairly treated during the verification process. All concerns should be addressed to premise@westernbay.govt.nz or the Compliance and Monitoring Manager, Western Bay of Plenty District Council, Private Bag 12803, Tauranga, 3143.

Standard Terms for Verification

Definitions

“The Act” means the Food Act 2014 and any amendments to that Act or Regulations made under the Act such as Food Regulations 2015.

“Risk Based Measure” means the Template Food Control Plan or National Programme the customer is required to operate under.

Nature of the Services

Council will verify your food safety practices as required and (where appropriate) and report your compliance with the risk based measure and with the relevant provisions of the Act to your registration authority and/or MPI. Council will obtain such evidence as we consider sufficient to determine whether or not you are complying with the risk based measure and with the Act.

Standard or Service

Council will provide the services in accordance with Council’s customer charter. Council will ensure your verifier is knowledgeable and competent to verify your specific food business operation.

Confidentiality

All communications between Council and you (the customer) are treated with strict confidentiality. You may request a copy of any correspondence on your customer file at any time, e.g., a past verification report. Any corrective actions or non-compliances identified during the verification process of your business will be notified to the applicable registration authority and/or MPI.

Your General Responsibilities

- 1.** Within 14 days you must advise us of any registration change or intent to change your verification agency.
- 2.** You must maintain records which comply with the requirements of the Template Food Control Plan or National Programme and which contain sufficient detail to ensure that:
 - a.** The appropriate staff (who have been suitably trained and instructed) are properly carrying out the food preparation tasks in your business.
 - b.** Any restrictions or conditions placed on registration are being complied with.
 - c.** That you must notify us of any events or changes to the business which may have an impact on food safety and suitability or changes in the business scope of your operation.

Standard Terms for Verification

Our Charges

Verification fees are prescribed within Council's [Fees and Charges](#) page.

Council's Right to Suspend, Restrict or 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 suspend, restrict or stop the services at any time. Such activities will be reported to the registration authority and/or MPI.

Complaints and Disputes

If you have a complaint in relation to our services, or the person conducting them, or you dispute any recommendation or corrective action put forward by your verifier, or you would like to comment on the service you received, please contact the Compliance Monitoring Manager. We document all complaints and disputes in an attempt to continually improve our service under our Quality Management System. All complaints or disputes are confidential.

Additional Fees

If your verification runs over the allocated time or you have corrective action requests, you will be charged additional fees to cover the verifiers and administrator's time.