

# APPLICATION FOR NATIONAL PROGRAMME 1

Under Food Act 2014

## Before you start, let's check that you have everything you need:

- A copy of the site plan for each address identifying physical boundaries.
- An internal layout plan of all food rooms detailing layout of all fixed appliances, plumbing, ventilation, lighting etc.
- The completed Scope of Operations description that fits your National Programme level. This is included in this document or please submit the completed Scope of Operations form from the MPI online tool, to find where you fit [www.mpi.govt.nz/food-safety/food-act-2014/my-food-rules/](http://www.mpi.govt.nz/food-safety/food-act-2014/my-food-rules/)
- If your business is a registered limited liability company, a copy of the Company Registration Certificate.

## Read these notes before you start filling out the form.

- This form must be used when applying to Council for registration of a National Programme under section 83 of the Food Act 2014.
- The National Programme is designed for lower and medium risk food businesses. It means you don't need to use written food control plans, but you must register your business, meet food safety standards, keep some records, and get checked. Guidance documents explain what the law requires and what records must be kept and what a verifier will check, these can be found at [www.mpi.govt.nz/food-safety/food-act-2014/national-programmes/](http://www.mpi.govt.nz/food-safety/food-act-2014/national-programmes/)
- Some information provided will be included on the public register, however, you can ask for certain personal information to be withheld from the published register.  
You can view the public register here: [www.foodsafety.govt.nz/registeres-lists/](http://www.foodsafety.govt.nz/registeres-lists/)
- Please ensure that you are proactive and that any building you may be using complies with the Building Act 2004 and the District Plan rules. If you are using your home for your operation you will need to email: [services@qldc.govt.nz](mailto:services@qldc.govt.nz)
- Send the completed application form together with the other requirements above to:  
**Queenstown Lakes District Council, Private Bag 50072, Queenstown 9348**  
Or email to: **[services@qldc.govt.nz](mailto:services@qldc.govt.nz)**
- If there are any changes to the details provided in this application after the application has been sent to QLDC you must promptly inform us of the changes. There is a form on our website that must be completed to advise of these changes: [www.qldc.govt.nz/services/environmental-health/food-safety-guidelines#forms-downloads](http://www.qldc.govt.nz/services/environmental-health/food-safety-guidelines#forms-downloads)
- If you require any further assistance to help with understanding what is required, please contact the duty Environmental Health Support or the duty Environmental Health Officer (EHO) by phone on 03 441 0499.

## SECTION 1 DETAILS

### DETAILS OF THE ENTITY/PERSON APPLYING FOR THE NATIONAL PROGRAMME REGISTRATION (RECORD INDIVIDUAL SITE(S) IN SECTION 3)

Please enter the details of the entity/person responsible for this registration. These details will be used for all correspondence. This contact must be the Legal Contact who is responsible for the business.

#### BUSINESS (tick as appropriate)

Single site application

Multiple site business. (A multiple site business is where the business has more than one address where food is prepared, stored or traded, and you would like to register all sites under one application).

#### LEGAL NAME(S) OF ENTITY / PERSON REGISTERING: (e.g. registered company, partnership or individual)

Legal name of entity / person:

Postal address:

Phone:

Email\*:

\*By entering an email address you consent to being sent information and notifications electronically

#### ENTITY/PERSON REGISTERING NZ BUSINESS NUMBER(S):

If you have New Zealand Business Numbers (NZBN), provide them here.  
If you want more information about NZBN's, including how to get one, see  
[www.companiesoffice.govt.nz/about-us/what-we-do/new-zealand-business-number-nzbn](http://www.companiesoffice.govt.nz/about-us/what-we-do/new-zealand-business-number-nzbn)

Please provide your NZBN:

#### BUSINESS DESCRIPTION

Please provide a brief summary about the size and scope of your food business and what you plan to sell.

#### DATE OF OPENING:

## SECTION 2 VERIFICATION AGENCY DETAILS (IF NOT QLDC)

#### NAME OF VERIFICATION AGENCY:

(QLDC may contact your Verification Agency directly to clarify any issues related to your registration)

Name:

I have attached a copy of the letter confirming my nominated Verification Agency. A copy of your National Programme registration approval and certificate will be emailed to your nominated third party auditor once approved.

## SECTION 3 SITE INFORMATION

Please add your site details - whether single or multi. Include all addresses where food is handled.

REGISTERED COMPANY NAME OR INDIVIDUAL DETAILS	TRADING NAME, IF ANY (i.e. 'Trading As')	PHYSICAL ADDRESS (For mobile companies state address where based)	SITE DAY-TO-DAY MANAGER POSITION	(Tick box if you wish the address to be withheld from the public register because it is a private dwellinghouse)
E.g. ABC Foods Limited	E.g. Alphabet Café & Bar	E.g. 123 Fake Road, Faketown 1234		
			Name: <input type="text"/> Position: <input type="text"/>	<input type="checkbox"/>
			Name: <input type="text"/> Position: <input type="text"/>	<input type="checkbox"/>
			Name: <input type="text"/> Position: <input type="text"/>	<input type="checkbox"/>
			Name: <input type="text"/> Position: <input type="text"/>	<input type="checkbox"/>
			Name: <input type="text"/> Position: <input type="text"/>	<input type="checkbox"/>

## SECTION 4 APPLICANT STATEMENT

Complete for all applications. We accept PDF or scanned versions of signatures.

### I confirm that:

1. I am authorised to make this application as the operator or a person with legal authority to act on behalf of the operators listed in section 3
2. The information supplied in this application is truthful and accurate to the best of my knowledge and belief; and
3. Every operator of the food businesses covered by the National Programme is resident in New Zealand within the meaning of section YD 1 or YD 2 (excluding section YD 2(2)) of the Income Tax Act 2007
4. Every operator of the food businesses covered by the National Programme is able to comply with the requirements of the Food Act 2014
5. I have read and I agree to the Food Business verification terms and conditions

NAME:

JOB TITLE:

SIGNATURE:

DATE:

## SECTION 5 FINAL CHECK AND DOCUMENT PACKAGE TO SEND TO COUNCIL

Have you:

Filled all required form fields in completely and legibly

Attached Company Registration certificate if applicable

Attached contract if QLDC is the nominated verifier, or

Attached letter from your verification agency if not QLDC

Read and signed the Applicant Statement

Attached copies of site plans and internal layout

I have paid my \$125 Registration Fee, or

Please invoice me the Registration Fee

**FEES SCHEDULE** Queenstown Lakes District Council fee structure can be found [HERE](#)

## SECTION 6 COLLECTION OF INFORMATION

### COLLECTION OF PERSONAL INFORMATION

Pursuant to Principle 3 of the Privacy Act 1993, we advise that:

- This information is being collected for the purpose of registering under the Food Act 2014; and
- The recipient of this information, which is the agency that will collect and hold the information, is QLDC; and
- Some of the information collected will be displayed on a public register; and
- The collection of information is authorised under sections 79 and 83 of the Food Act 2014. The provision of this information is necessary in order to process an application for registration under section 53; and
- The supply of this information is voluntary; however, failure to provide the requested information is likely to result in a return of this application form, and may ultimately result in a refusal to register, in accordance with sections 84, 85, 86 and 87 of the Food Act 2014; and
- Under Principles 6 and 7 of the Privacy Act 1993, you have the right of access to, and correction of, any personal information that you have provided.

### COLLECTION OF OFFICIAL INFORMATION

All information provided to QLDC is official information and may be subject to a request made under the Official Information Act 1982.

If a request is made under that Act for information you have provided in this application, QLDC must consider any such request in accordance with its obligations under the Official Information Act 1982 and any other applicable legislation.

## What does 'Scope of Operations' mean?

The term 'Scope of Operations' is used to describe the activities of your food business and also includes:

- the sector(s) a food business operates under the Food Act 2014,
- what products a food business makes and/or sells,
- how products are sourced and/or supplied,
- how products are processed, if applicable, and
- how products are sold.

## Why do I need to complete a 'Scope of Operations'?

If you are operating a food business you need to tell your local council or Ministry for Primary Industries (MPI) exactly what your business does.

## What do I need to do?

Complete this form and submit it with your application for registration to your local council or MPI.

**HOW DO YOU SOURCE AND SUPPLY YOUR PRODUCTS/SERVICES?**

Tick all the trading operations that your business is involved in.

**Caterer**

Provides food, supplies and services for a social occasion or function or within an education or other facility

**Mobile**

Example: food truck

**Eat-in site**

Examples: restaurant, café, residential care, early childhood education (ECE) centres and kōhanga reo

**On-licence**

Eat-in site that sells alcohol for consumption at the same location

**Export**

**Retail**

Examples: supermarket, dairy or other site selling direct to the consumer

**Home delivery**

Examples: pizza delivery, meals-on-wheels and grocery delivery

**Storage provider**

Examples: cold stores and warehouses

**Import**

Either as a registered food importer or through an agent who is a registered importer

**Takeaway**

Ready-to-eat meals sold for immediate consumption at another location

**Internet**

Online selling of food products

**Transport provider**

Ambient or temperature-controlled transport

**Market**

Example: stall at a farmers' or other market

**Wholesale**

Site selling to retailers

## SECTION 8 ACTIVITIES AND PRODUCTS

Tick all the activities your business does, and the products you make and sell.

### DO YOU?

#### SELL HOT BEVERAGES AND/OR SHELF-STABLE PRE-PACKED FOOD

Food which does not require chilling or freezing

35

##### Hot beverage

Examples: coffee, tea and cocoa

10

##### Packaged food (shelf-stable products)

In manufacturer's packaging

20

#### SELL ICE CREAM AND ICED CONFECTIONERY?

In manufacturer's packaging

36

##### Ice cream

10

##### Iced confectionery

Examples: ice blocks, frozen yoghurt

20

#### MANUFACTURE / MAKE SUGAR OR RELATED PRODUCTS

14

##### Sugar

Raw, brown, white and caster sugar

10

##### Sugar products

Examples: Syrups (glucose), molasses, golden syrup and treacle

20

#### GROW AND/OR PACK FOOD?

33

##### Herbs and spices

Fresh herbs and spices, cut or planted

20

##### Mushrooms

Mushrooms and fungi

40

##### Minimally processed fruits and vegetables

Minimal processing - is limited to rinsing, trimming, shelling, waxing and packing. Excludes sprouts and microgreens

10

##### Nuts, seeds and grains

30

##### Sprouts and microgreens

50

#### TRANSPORT AND DISTRIBUTE OR WAREHOUSE FOOD?

17

##### Bulk food

Bulk food in a container for transport

40

##### Frozen food

10

##### Chilled food

20

##### Hot food

50

##### Shelf-stable food

30

#### EXTRACT AND PACK HONEY?

32\_010



# CHOOSING A VERIFIER

*All businesses subject to a National Programme (all levels) have the right to choose their own verifier. A verifier is the agency or person who will come and assess your business in order to demonstrate compliance with the Food Act 2014 and Food Regulations 2015.*

## Registration Authority

Your food business must be registered in order to legally operate. Most commonly, your registration authority will be your local council if your business operates solely within one district.

If your business operates over different council districts or operates from multiple sites, the Ministry for Primary Industries (MPI) may instead be your registration authority. Check with your local council or MPI if you are unsure who your registration authority should be.

## Choosing a Verifier

You have the choice of selecting which agency you want to undertake your verifications. This may be your local council should they hold recognition or an independent (third party) organisation. A list of all recognised agencies can be found on MPI's website:

[www.foodsafety.govt.nz/registers-lists/food-act-2014-recognised-agencies/index.htm](http://www.foodsafety.govt.nz/registers-lists/food-act-2014-recognised-agencies/index.htm)

## Conflicts of Interest

If any staff or contractors of the Council have been involved in the design of the customer's food site or procedures, it cannot act as the customer's verifier. The Council aims to undertake the agreed services in an independent and impartial manner at all times.

## Template Food Control Plans registered with MPI

If you are operating a multi-site business using a template FCP, and have been required to register with MPI or another authority because you also operate outside the QLDC area, you may still choose to use QLDC as your verifier.

If you have registered a template FCP (whether modified or not) with MPI for a business required to operate a custom FCP, QLDC is not able to offer verification of custom FCPs.

Once you have chosen your verifier, you will need to inform your registration authority of your choice. Your verifier may ask you to complete an agreement to officially nominate them as your verifier.

**Should you have any questions about choosing a verifier, please contact either Queenstown Lakes District Council or MPI on 0800 00 83 33.**



# Verification Agreement

The parties agree that Queenstown Lakes District Council will verify the Template Food Control Plan or National Programme level 1, 2 or 3 (as applicable) on the attached Standard Terms as set out in schedule 1 of this Agreement.

## SECTION 1 CUSTOMER DETAILS

<b>CUSTOMER NAME</b>	
<b>TRADING NAME</b>	[ if different ]
<b>PHYSICAL ADDRESS</b>	
<b>POSTAL ADDRESS</b>	[ if different ]
<b>CONTACT PERSON AND TITLE</b>	[ e.g. Director, Manager ]
<b>CONTACT PHONE NUMBER</b>	
<b>EMAIL</b>	

## SECTION 2 QUEENSTOWN LAKES DISTRICT COUNCIL TO COMPLETE

<b>REFERENCE NUMBER</b>		<b>DATE OF START OF CONTRACT</b>	
<b>VERIFICATION RISK CATEGORY</b>		<b>DATE OF TERMINATION CONTRACT</b>	

# Customer Agreement

*NOTE: This Agreement must be completed by a person who has the authority to act on behalf of the business e.g. the owner, operator or director, partner or other person with legal authority to act on behalf of the registered company or partnership or individual(s).*

## SECTION 3 SIGNATURES

The parties confirm that they have read and agree to the standard terms and conditions of this Agreement (attached at Schedule 1):

<b>CUSTOMER NAME</b>	[ print name ]	<b>DESIGNATION / TITLE</b>	
<b>SIGNATURE</b>		<b>DATE</b>	

<b>QLDC REPRESENTATIVE</b>	[ print name ]	<b>QLDC REPRESENTATIVE DESIGNATION / TITLE</b>	
<b>SIGNATURE</b>		<b>DATE</b>	



# Schedule 1: Food Business verification terms and conditions

Queenstown Lakes District Council (“Council”) is a registration authority under the Food Act 2014 (“the Act”) for food control plans (“the Plans”) and food businesses subject to a national programme (“the Programme”).

Under the Act, any appropriately recognised agency or person can verify a business operating under the Programme.

The Ministry for Primary Industries (“the Ministry”) has appointed Council a verifier under the Act to verify businesses subject to the Plans and the Programme.

The following terms and conditions apply to food businesses which have agreed for Council to act as their verifier.

Terms used in these terms and conditions that are defined in the Act, have the meaning given to them in the Act.

## 1. TERM AND TERMINATION

1.1 Subject to the other provisions of these terms, the parties obligations to each other start on the start date and end on the termination date set out in the verification agreement.

Assess each contract against available verifiers and technical requirements, the contract will be declined if no verifier is available.

1.2 The customer may terminate the agreement with Council at any time by giving 1 month written notice.

1.3 If the customer’s registration is revoked, surrendered or substituted, or if the customer does not pay the Council’s charges or meet any other responsibilities, Council may immediately suspend or restrict the services at any time. Such activities will be reported to the registration authority (if not Council and/or the Ministry).

1.4 If the customer’s registration is revoked, surrendered or substituted, or if the customer does not pay the Council’s charges or meet any other responsibilities, the Council may immediately stop providing any of its services to the customer.

(a) This right is additional to any other right or remedy the Council may have against the customer at law which rights and remedies survive termination of this agreement.

1.5 Otherwise, where the Council has agreed to provide a service for a minimum period, it will continue providing it until the end of that period, and will notify the customer, at least 14 days before it stops providing the service.

## 2. VERIFICATION

2.1 The customer agrees and acknowledges that:

2.1.1 The Council will carry out the verification function under the Act and the Food Regulations 2015 (“the Regulations”), with respect to the customer’s food business.

2.1.2 The Council will obtain all evidence which in its discretion it requires to determine whether or not a food business complies with the Programme and with the relevant provisions of the Act and Regulations.

2.1.3 The nature and extent of the Council’s procedures and processes may vary according to the type of business, risk assessment, and previous compliance history and the Council will focus on what is most important for the food safety at each type of business.

2.1.4 At the end of the verification, Council will provide the food business with an outcome report for the verification detailing whether the verification is acceptable or unacceptable.

2.2 If any issues are discovered, Council will agree with the food business on a plan to address those issues, including setting timeframes, and the timing of the next verification visit.

2.3 Council will provide the Ministry with a report of the outcome of the verification visit.

## 3 STANDARD OF SERVICE

The Council will use its best endeavors to:

- > Provide the services with care and skill
- > Ensure the verifier is knowledgeable and competent to verify the customer’s specific food business operations. This may include contracting a Technical Expert to assist in the verification of the customers food business
- > Provide the verification services within a reasonable time or within any agreed time limit
- > Provide the outcome Report under clause 2.1.4 within 10 working days of completing the verification



## 4 CONFIDENTIALITY

The Council acknowledges that information held by the Council and the customer with respect to the verification of the customer's food site may be commercially sensitive to the customer. To the full extent permitted by law, and subject to the Council's obligation to comply with the provisions of the Local Government Official Information and Meetings Act 1987, the Council agrees to keep all such information and communications confidential.

## 5 COMPLAINTS AND DISPUTES

If the customer has a complaint in relation to the Council's verification services or the person conducting them or the customer disputes any recommendation put forward by the verifier, please contact The Regulatory Manager of Environmental Health. The Council documents all complaints in an attempt to improve its service under its Quality Management System. All complaints are held as strictly confidential. The customer may seek reconsideration of a verification decision by applying to the Council in writing within 15 working days after receipt of the verification report.

## 6 CUSTOMERS RESPONSIBILITIES

- 6.1 The customer must advise the Council of any change of verifier. This agreement can then be terminated with 1 month notice in writing to Council.
- 6.2 It remains the responsibility of the customer at all times to provide safe and suitable food. The verifier does not accept liability for food safety or for any losses incurred by the customer.
- 6.3 The customer agrees to provide Council with the following:
  - (a) reasonable access to the food business; and
  - (b) reasonable access to information and documents relating to the food business;
- 6.4 The customer warrants that all information and documents provided are, or will be, complete, true and accurate and up-to-date at the time they are provided and that:
  - (a) all food preparation tasks are being properly carried out by appropriate staff who have been suitably trained and instructed; and
  - (b) any restrictions or conditions place on the registration are being complied with; and
  - (c) they will notify Council of any further information, including any post verification events, which may have a bearing on the verification.

## 7 OUR CHARGES

- 7.1 Verification fees are prescribed within Queenstown Lakes District Council's fees and charges structure and are subject to annual review and public notification through the Annual Plan process. The Council will provide the customer with an invoice that must be paid by the 20th of the following month. Where follow up visits are required additional fees as included in the fee structure may be incurred. Failure to attend a scheduled verification without cancellation may also result in a charge.

Queenstown Lakes District Council fee structure can be found [HERE](#)

- 7.2 The Council will send invoices and other notices via email. It is the customer's responsibility to advise Council of any change of email address.

## 8 CHANGING THESE TERMS

Any changes to the terms of this agreement must be in writing.

## 9 DISCLAIMER

- 9.1 A verification under the Act does not constitute a permit, authorisation, or other permission under any other act, regulation or bylaw. The verification report provided is based on the inspection of the accessible aspects of the food business and represents the Council officer's opinion of the observable condition of the building, facilities, equipment and documents on the day and time of the inspection.
- 9.2 The verification report is prepared for the food business and the Ministry only. The food business agrees to not disclose the verification report to any third party. The food business agrees to indemnify, defend and hold the Council harmless from any third party claims arising out of the food business distribution of the inspection report to any third party.
- 9.3 The Council's liability for mistakes or omissions in the verification report is limited to a refund of the fee paid for the verification.

