

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 10 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 placed 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 the QLDC fees and charges structure which is available on our website, they are subject to review and reviews will be undertaken through public notification, this may include the annual plan process.

The Council will provide the customer with an invoice to be paid within 30 days after the issuing date. When the allocated maximum number of hours for verifications and associated work has been exceeded additional fees will be charged at an hourly rate. Additional fees will be charged for late cancellation of appointments and also complaint and enforcement investigations. Payment reminders for late payment may incur an additional 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.

