

Form 105 Contract	Agreement to Verify Food Control Plan or National Programme Schedule
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OFFICE USE:	
Registration Number:	Authority Number: 020.

CHARGES

Verifier Hourly Rate: \$160
Health Administration Hourly Rate: \$85.00

I have read and agree to the standard terms below

Both parties agree that the Hauraki District Council approved verifiers will verify your Food Control Plan or National Programme on the attached Standard Terms.

CUSTOMER DETAILS

Customer Name:	
Trading Name: (if different)	
Physical Address:	
Email:	
Signature:	Date: _____

COUNCIL DETAILS

Delegated Officer Name:	
Position:	
Signature:	Date: _____

Standard Terms for Verification of Food Control Plans and National Programmes

Definitions

In this agreement, the words "we", "us" and so on mean Hauraki District Council and we have used "you" and so on to mean the customer named in the Schedule to this agreement.

In these terms 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.

"The Act" means the Food Act 2014 and any amendments to that Act.

"The programme" means the Food Control Plan or National Programme.

Period of Agreement

Subject to the other provisions of this agreement, our obligations to each other start on the start date and end on the termination date set out in the Schedule to this agreement, except where those obligations are expressly stated to survive termination.

Preconditions

A recognised verifier cannot have been involved in the design of your Food business or act (or have acted) as a consultant.

We warrant that we hold recognition as a recognised verifier under the Act. Any known conflict identified by you or the verifier assigned to your business must be notified prior to the verification being carried out.

Nature of the Services

We will verify your food safety practices as required under the Food Regulations during the term of this agreement. Please note that this contract does not prevent an unscheduled verification occurring as provided for in the Food Regulations. Where required we will report your compliance with the programme and with the relevant provisions of the Act to the Ministry for Primary Industries. 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. We will ensure that no confidential information is released to a third party.

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We will not report on every matter which comes to our attention, but rather only those matters we consider as important and requiring attention.

Purpose of the Services

The services are provided solely for the purposes of determining compliance with the programme and with the relevant provisions of the Act regulations and notices made under the Act and food standards code (FSANZ). Any views we express in providing those services are not intended to be used for any other purpose. You indemnify us against any costs arising from our views being relied on for any purpose other than that for which they were provided. Any report we provide must not be given to a third party.

In particular, our verification is designed to monitor compliance with the programme 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 warrant only to identify those deficiencies coming within the terms of reference of the verification.

Any other services we may provide from time to time at your request are distinct from our function as verifiers.

Our agreeing to provide the services does not constitute a permit, authorisation, or other permission under any Act, Regulation, or Bylaw.

Our verification will be designed so that we have a reasonable expectation of detecting any non-compliance but does not remove your liability for the consequences of failure to comply with any Act, Regulation, Bylaw, or other requirement.

Standard of Service

When we provide services to you, we will use our best endeavours to:

- provide the services with care and skill
- provide the services within a reasonable time or within any agreed time limit
- provide a reliable service although we do not guarantee it will be fault free.
- provide a report to the operator of the food business within 10 working days of completing the verification.

Your General Responsibilities

Give written notice to the registration authority of any significant change in circumstances not later than 10 working days after the change occurs.

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To enable us to properly carry out our statutory responsibilities as a recognised verifier, you must also:

- maintain a register of any complaints with copies of any written complaints.
- maintain detailed staff training records.
- notify us immediately if your plan or programme is revoked, surrendered or substituted.
- not prevent an unscheduled verification occurring as described in Regulation 102 of the Food Regulations
- maintain records which comply with the requirements of the Food Control Plan or National Programme and which contain sufficient detail to enable us to ensure that:
 - the hazards identified in the Food Control Plan or National programme are being appropriately monitored, controlled, and supervised.
 - the food preparation tasks identified in the Food Control Plan or National programme are being properly carried out by appropriate staff who have been properly trained and instructed.
 - the regular maintenance tasks identified in the Food Control Plan or National programme are being properly carried out.
 - any restrictions or conditions are being complied with.

Allow us unrestricted access at any time during the verification to:

- view the records referred to above, including documented verification history.
- gain safe access to those parts of your premises in which food is stored, prepared, or consumed, through which food is transported, or which form part of the premises.
- meet those staff members who are on duty and whom we wish to interview whether publicly or alone.
- notify us of any further information, including any post verification events, which may have a bearing on our verification responsibilities.
- have the staff member(s) responsible for food safety/quality control available to accompany our staff during a verification as required.
- make sure all information you give us is correct and complete.

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Our Charges

We will keep a record of the time we spend in providing you with the services. You must pay for the services of the verifier at the hourly rate of \$160.00 including GST and additional administrative services at the hourly rate of \$85.00 including GST. We will provide you with an invoice, provided sufficient time has been recorded. You must pay that invoice by the 20th of the following month.

Our Right to Suspend or Restrict Any Service

If your FCP or National Programme 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.

This right is additional to any remedy we may have against you at law, which rights and remedies survive termination of this agreement.

Our Right to Stop Providing the Service

If your FCP or National Programme is revoked, surrendered or substituted, or if you do not pay our charges or meet any other responsibilities you have to us, we may stop providing any of our services to you. This right is additional to any other right or remedy we may have against you at law which rights and remedies survive termination of this agreement.

Otherwise, where we have agreed to provide a service for a minimum period, we will continue providing it until the end of that period, and we will always tell you at least 2 weeks before we stop providing the service.

Disputes and review of decisions

The format and order of standard verification report aims to give clients a brief, easy to read analysis of the verification. If while carrying out a verification a verifier considers there is a non-compliance with an applicable requirement of the Act or assigns an unacceptable outcome you will be required to carry out a corrective action within a specified time as set out in the verification report (Form 107) The verifier will confirm on a subsequent visit that the corrective action has been complied with.

The recognised verification agency will advise the appropriate registration authority within 24 hours of an unacceptable verification outcome or critical non-compliance identified and include any recommendation on the action that should be taken where you as operator are unwilling to

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comply. Information will be provided to MPI and that critical non-compliances are to be reported to MPI if they are the registration Authority.

You may seek a reconsideration of a verification decision by applying in writing within 15 working days after receipt of a verification report firstly to the recognised agency and if still dissatisfied to the Chief Executive of MPI.

Exclusion of Our Liability

We exclude all liability we may have to you under any principle of law, or as a result of any verification or report, other than your right to a refund if the services have not been provided in accordance with this agreement.

This exclusion also applies for the benefit of these people:

- all other Hauraki District Council entities companies, their employees, contractors and everyone they are responsible for
- our employees and contractors, everyone we are responsible for and anyone else we get to perform our responsibilities under any agreement you have with us.
- None of us is liable to you for anything any of us does or does not do, or delays in doing, whether or not it is contemplated or authorised by any agreement you have with us.
This exclusion applies:
 - whatever you are claiming for (including reliance losses, loss of profits, loss of business or other damages) and
 - however liability arises or might arise if it were not for this clause.

This exclusion does not prevent you getting a court order requiring us to do anything we have agreed to do for you.

Limitation of Our Liability

We have set out your rights to claim compensation from us and excluded all other liability we or any of the people listed above may have to you. If:

- you are ever entitled to compensation from us, or
- we or any of the people listed above are ever liable to you and, for any reason whatever, any of us cannot rely on the exclusion of liability set out above

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the maximum combined amount all of us together will have to pay you and anyone else who uses the services is limited to the amount we have billed you in the 12 months leading up to you notifying us of your claim.

Our Rights to Compensation from You

Where you do not meet your responsibilities to us, you must pay any reasonable expenses we incur in collecting any money you owe us or in exercising any of our other legal rights.

Where your actions or inaction causes us loss of any type, you are liable to us for that loss without limitation other than that imposed by law.

The provisions of this clause survive termination of this agreement.

Assignment

You may assign this agreement, or have someone else perform your obligations under this agreement, only if you get our written approval first. We can assign this agreement, or have some of the services carried out by a sub-contractor from time to time, at our absolute discretion.

More Than One Customer

Every person named as a customer in this agreement must meet all your responsibilities under this agreement.

Sending Bills and Notices

We will send bills and other notices to the last address you have given us. We can assume any bill or notice we send by post has been delivered 5 days after we post it.

Please tell us if you change your address.

Each Term Separately Binding

Each term of this agreement is separately binding. If for any reason we, or any of the people noted above in respect of whom liability is excluded cannot rely on any term, all other terms remain binding.

Changing These Terms

Any changes to the terms of this agreement must be in writing and signed by us.

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Contract/Client Order Specifications

The recognised agency reviews the work content and detail of previous verification/s prior to commencement of any work. This includes ensuring that the order is well understood by both parties and that we have the capability to meet the requirement.

Section A:

The recognised verifier assesses the job to ensure that:

1. Requirements are understood by both parties
2. All relevant information is available
3. Inconsistencies and ambiguities are highlighted and resolved
4. Quality and safety requirements are addressed
5. Both parties have the same understanding of their responsibilities under the contract.
6. Resolve any differences and anomalies in the contract documentation.
7. Consider the impact of any of the above clarifications on the contract as a whole, and if this results in significant change to the scope, negotiate an adjustment to the contract period or price. Agree and record such changes in writing.
8. Review resources and capabilities to carry out the work – particularly if there have been changes to the contract.
9. Confirmation that the food business will give access at the time and place in the contract and that there are no restrictions or impediments to the work (other than previously advised).
10. Confirm lines of communication. The food business may not be in physical control of the work (e.g. large franchise) and the on-site manager may not be empowered to make urgent decisions.
11. It is imperative that accurate records of these meetings are kept as they form part of the official contract document.

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