

APPLICATION FOR REGISTRATION UNDER FOOD ACT 2014

SINGLE SITE IN MASTERTON

Masterton District Council
PO Box 444
Masterton 5840

Phone: 06 370 6300
mstn.govt.nz
health@mstn.govt.nz

During the planning stage of any new food premises please contact Masterton District Council to ensure the proposed premises meets all relevant requirements. Speak to:

- Environmental Health Officer for suitability of the Food Act requirements
- Resource Planner about compatibility with the District Plan
- Building Control for Building Act requirements
- Trade Waste Officer for requirements for grease traps and consent

APPLICATIONS TAKE 20 WORKING DAYS TO PROCESS

(provided all required information is supplied)

BEFORE YOU START, LET'S CHECK THAT YOU HAVE EVERYTHING YOU WILL NEED:

- Complete the application form
 - Attach completed scope of operations document. Available from Masterton District Council or mpi.govt.nz
 - Attach site plan and/or colour photos If a scale floor plan (e.g. 1:50) of the proposed premises showing the layout, fittings and fixtures, detailing all floor, wall and ceiling surfaces, essential features and, if any, outdoor seating. If colour photos – show the layout of the premises, including fittings and fixtures in the food preparation area.
 - Attach a letter from your verifier if that isn't Council (National Programmes only) If you are applying for a National Programme (NP) registration, you can choose your verifier. You will need a confirming letter from your verifier to attach to this application. A list of recognised verification (or audit) agencies can be on the MPI website, mpi.govt.nz, under 'registers and lists'. The law requires Councils to verify businesses registered under the template food control plan.
 - Attach copies of company registration certificates if you have a registered limited liability company If your business is a registered limited liability company, a copy of the company registration certificate. See www.companies.govt.nz
 - Registration fee must be paid when this application is submitted. (see mstn.govt.nz/documents/fees-and-charges)
- If there are any changes to the details provided in this application after it has been sent, tell us in writing immediately.
 - Additional processing of this application will be charged if required.
 - Masterton District Council verification fee is a separate fee. This will be invoiced separately. (see mstn.govt.nz/documents/fees-and-charges)
 - Fees are set in the Masterton District Council Annual Plan, and are reviewed annually.
 - **Office Use:** GL 1520715

FOOD ACT REQUIREMENTS

The operator must ensure that the design, construction and location of the place of the food business enables food to be safe and suitable, including by:

- Identifying and managing any risks posed to the safety or suitability of food
- Ensuring that the place has adequate space for producing, handling and processing of food as well as fixtures, fittings and equipment
- Ensuring that the design of the place enables the movement of staff, visitors and food to flow in a way that prevents and manages risk
- Ensuring the design of the place provides easy access for cleaning and maintenance
- Ensuring the place is designed, constructed and located as to exclude dirt, dust, fumes, smoke and other contaminants as well as prevents pests from entering and remaining
- Ensure materials used in the construction of the premises are not capable of contaminating food

The operator must also ensure that the facilities, equipment and essential services are designed, constructed, and located in a way that enables food to be safe and suitable, this includes:

- Ensuring facilities, equipment, and essential services are not operated beyond their capacity or capability
- Water used for producing, processing, handling of food and for personal hygiene and cleaning is suitable for purpose, does not adversely affect the safety and suitability of food
- The capacity of the water supply is adequate for the food business

TRAINING REQUIREMENTS

It is good operating practice for at least one person, preferably the manager, to have completed a basic food safety course. Under the Food Act 2014 managers are responsible for training their staff. For example if you are operating under a template Food Control Plan the day-to-day manager must be familiar with and understand all procedures before training staff. The manager would then need to complete and sign a staff training record for each staff person who works in their business.

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Type of registration Template food control plan: Food Service, Care Safe and Specialist Retail
 NP3 NP2 NP1

Type of business New Existing

BUSINESS INFORMATION

Legal name(s) of operator (e.g. registered company, partnership or individual)

Copy of the company name registration from the New Zealand Companies office attached (www.companies.govt.nz)

NZ Business number (NZBN)

For more information about NZBNs, including how to get one, visit www.business.govt.nz/companies

Trading Name, if any (ie 'Trading as')

Same as legal name above

OPERATOR ADDRESS

You must provide this information to be registered. However, if the address is a dwellinghouse, you may ask that the address is withheld from the public register by ticking the box below.

Postal address

This address is a private dwellinghouse and I wish it to be withheld from the public register.

Physical address

(if different to postal)

This address is a private dwellinghouse and I wish it to be withheld from the public register.

CONTACT PERSON DETAILS

The contact person details entered below will be used for communications about your registration, such as sending approval documents and renewal reminders. Contact MPI if the details change.

Mobile

Business Phone

Email

Operator day to day manager name

Position

VERIFICATION AGENCY

Masterton District Council Other

Name

I have attached a confirming letter from my verification agency.

PREMISES DETAILS

Proposed opening date

 / /

Number of staff

Max occupancy

Grease Trap

Yes No

Type of grease trap

Shared grease trap

Yes No

Capacity

Toilet numbers:

Urinal Stalls

Male

Female

Unisex

Staff Only

Accessible

Number of Wash Hand basins

Outdoor seating

Yes

No

Building Consent No. (if applicable)

Resource Consent No. (if applicable)

MOBILE FOOD PREMISES DETAILS

Vehicle make

Vehicle registration number

Location where vehicle will be used

Address where vehicle will be when not in use

APPLICATION STATEMENT

I confirm that;

- 1) The information supplied in this application is truthful and accurate to the best of my knowledge and belief; and
- 2) The operator of the food business is able to comply with the requirements of the Food Act 2014.

Name

Job title

Signature

Date

 / /

COLLECTION OF INFORMATION

Collection of Personal Information

- Some of the information collected will be displayed on a public register; 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 the Masterton District Council is official information and may be subject to a request made under the Local Government Official Information & Meetings Act 1987.

WRITTEN PROPOSAL

The written proposal should resemble a business proposal covering the following topics:

- The types of food to be provided and/or example menus
- The operating times of the business
- Whether any food will be transported or labelled
- The training/qualifications/experience of any staff

September 2023



Verification Services – Food Act 2014

Thank you for your application to register your food business. Certificates of registration are issued on the condition that a verification of the business be completed as soon as practicable when a verifier was available to check that you are selling safe and suitable food.

We wish to tell you of our verification service, terms and conditions.

Masterton District Council has received formal recognition from the Ministry for Primary Industries (MPI) for verification of template Food Control Plans and National Programmes. Staff have also been approved by MPI as verifiers.

If Masterton District Council is undertaking the verification of your business, please complete the attached Verification Agreement and return this to us at Masterton District Council with your application.

The Food Act 2014 sets the date by which the initial verification is due 6 weeks after the date of registration. Your help to ensure verifications occur within the required timeframes is appreciated.

National Programmes

If you register a National Programme you can choose your verifier. You may wish to use our services. If not, you can engage an independent third-party verifier. The choice is yours.

If your business operation is outside our scope of approval, then you will need to engage an independent third-party verifier with the right approvals for your food business. Please give Masterton District Council a copy of the letter from your chosen third-party verifier confirming they will verify business, if you have not already done so as part of your application for registration.

Verification Fees

Verification fees are not included in the registration fees.

Masterton District Council's verification fee can be viewed on the council website <https://www.mstn.govt.nz/council/fees-charges-and-contributions>. There is also a separate fee for verifications conducted out of routine hours. These fees are for businesses within the Masterton district. Verification time includes booking of appointments, checking prior history, travel time, actual on-site time, completing reports and recording system entries. Also covers any follow up verification site visits to check remedial action.

If a Technical Expert is required to assist a verifier, the food operator will be responsible for the Technical Experts costs. The operator will be notified before a Technical Expert is engaged.

Fees are reviewed by Masterton District Council at least annually.

For more information on the estimated verification timeframes for your type of business, please refer to Ministry for Primary Industries verification information - <https://www.mpi.govt.nz/food-safety/food-act-2014/overview/getting-your-food-business-verified/>.

If you have any questions about this verification agreement, please contact Masterton District Council, health@mstn.govt.nz.

Verification Agreement

FOOD ACT 2014



THIS AGREEMENT is made between:

Masterton District Council
(hereafter known as MDC)

And

(hereafter known as the Operator)

Business Trading Name:

MDC Ref:

Introduction

- A. The Operator runs a food business that is subject to template Food Control Plan / National Programme registration. Food Control Plans are provided for under Part 2, Subpart 2 of the Food Act 2014 (Act). National Programmes are provided for under Part 2, Subpart 3 of the Food Act 2014 (Act).
- B. MDC has been approved by the MPI as a recognised verifier under the Act.
- C. MDC employs recognised persons that have been approved by MPI to undertake verifications.
- D. In entering into this Agreement, the Operator is choosing MDC to undertake the verification service for the Operator's food business.

The Agreement

1. The Operator engages MDC to provide the Service.
2. MDC undertakes to provide the Operator with verification services required for registration under the Food Act 2014 (the Service). The Service is outlined in further detail in the Standard Terms of Verification (Terms) attached to this Agreement.
3. This Agreement will commence on the date it is signed by all Parties and continue until terminated in accordance with the Terms.
4. The Operator shall:
 - 4.1. Read, understand and comply with the Terms.
 - 4.2. Pay all fees incurred from the Service within 20 working days of the date of MDC's invoice. Where follow up visits are required by MDC in relation to the Service, additional fees may be incurred.
 - 4.3. Remain responsible at all times to provide safe and suitable food in relation to its food business. The Operator acknowledges that MDC is not liable for food safety or for any losses incurred by the Operator in regards to the Operator's food business.
 - 4.4. Retain a copy of this Agreement for four (4) years as a controlled document in relation to its business.
5. The Operator must declare and provide details of any conflict of interest that exists (or may be perceived to exist) between the Operator's food business and MDC in writing. (Send an email to health@mstn.govt.nz.)

6. MDC shall:

- 6.1. Provide to the Operator documentation of the Service in a timely manner.
- 6.2. Provide generic advice to the Operator where appropriate. MDC is not in a position to provide specific solutions to the Operator.
- 6.3. Keep all information gained in the course of the Service in accordance with MDC and confidential, subject to the Local Government, Official Information and Meetings Act 1987. In the case of critical non-compliance with the Food Control Plan or National Programme, MDC is obliged to report this matter to the Ministry for Primary Industries.

On behalf of Operator	On behalf of Masterton District Council
FULL NAME:	FULL NAME:
SIGNED:	SIGNED:
JOB TITLE:	JOB TITLE: Environmental Service Manager
DATED:	DATED:

STANDARD TERMS FOR VERIFICATION

Definitions

In these Standard Terms for Verification, unless the context otherwise requires:

Agreement	The Verification Agreement.
MPI	The Ministry for Primary Industries.
Operator	The Operator named in the Agreement.
Service & Services	The services MDC have agreed to provide (and anything else MDC does at the Operator's request) which are described below.
MDC	Masterton District Council.
Terms	These Standard Terms for Verification.
The Act	The Food Act 2014 and includes any amendments to that Act or Regulations made under the Act such as the Food Regulations 2015.
The Programme	The National Programme (Level 1, 2 or 3) that the Operator is required to operate under.
Food Control Plan	Template Food Control Plan that the Operator is required to operate under.

Period of Agreement	Subject to the other provisions of the Terms, the Parties obligations to each other start on the start date and end on termination of the agreement, except where those obligations are expressly stated to survive termination. Either Party may terminate the Agreement with 14 days' written notice.
Preconditions or Conflicts of Interest	MDC aims to undertake the Services in an independent and impartial manner at all times. If any staff from MDC have been involved in the design of the Operators food premises or procedures, MDC cannot act as the Operators verifier.

<p>Nature of the Services</p>	<p>MDC will verify the Operator's food safety practices as required during the period of the Agreement. If MPI are the Operator's registration authority, where appropriate, MDC shall report to MPI on the Operator's compliance with the Programme/Food Control Plan and the relevant provisions of the Act.</p> <p>MDC will obtain such evidence, as it considers sufficient, to enable MDC to draw reasonable conclusions as to whether or not the Operator is complying with the Programme/Food Control Plan and with the relevant provisions of the Act. The nature and extent of MDC's procedures will vary according to MDC's assessment of the Operator's systems, premises and practices, and, where MDC wishes to place reliance on it, the Operator's internal control framework.</p> <p>MDC will report in writing any matters MDC considers important and requiring attention. MDC will take all reasonable steps to provide the verification report to the client within 10 working days of the site visit.</p> <p>If MDC believes there are potential food safety or suitability issues (e.g. product recall, complaints received), on direction from MPI or the Registration Authority, MDC may carry out unscheduled verification of the Operator's business. Additional fees may be incurred in these circumstances.</p>
<p>Purpose of the Services</p>	<p>MDC's Services are designed to monitor compliance with the risk-based measures and with the relevant sections of the Act. If MDC becomes aware of any deficiencies in internal controls and practices that are not strictly relevant to the Service, MDC will advise the Operator of these, but will only aim to identify deficiencies within the scope of the verification.</p> <p>Any other service MDC may provide from time to time at the Operator's request distinct from MDC's function as verifiers as part of the Service may be refused if this would generate a conflict of interest with the Service.</p> <p>MDC's agreement to provide the Service does not constitute a permit, authorisation, or other permission under any Act, Regulation, or Bylaw. MDC's verification does not remove the Operator's liability for the consequences of failure to comply with any Act, Regulation, Bylaw, or other requirement.</p>
<p>Standard of Service</p>	<p>When MDC provide Services to the Operator, MDC will use its best endeavours to:</p> <ul style="list-style-type: none"> o Provide the Services with care and skill. o Ensure the verifier is knowledgeable and competent to verify the Operator's specific food business operations. This may include contracting a Technical Expert to assist MDC in the verification of the Operator's food business. MDC will advise the Operator prior to contracting Experts, of any additional costs that may be incurred. o Provide the Services within a reasonable time or within any agreed time limit. • Provide a reliable service although MDC does not guarantee it will be fault free.

Confidentiality	All communications between MDC and the Operator are treated with confidentially, subject to the Local Government Official Information and Meetings Act 1987. All electronic records maintained by MDC are only accessible by approved staff. The Operator may request a copy of any correspondence on the Operator's file at any time. A Food Safety Officer, or MPI representative may request verification information from MDC or the Operator.
Complaints and disputes	<p>If the Operator has a complaint in relation to MDC's Services, or the person conducting the Services, or the Operator disputes any recommendation put forward by the verifier, or the Operator would like to comment on the Service received, the Operator may contact the Environmental Services Manager at MDC.</p> <p>MDC documents all complaints, disputes and compliments in an attempt to continually improve its service under MDC's Quality Management System. All complaints or disputes are confidential.</p>
The Operator's General Responsibilities	<p>To enable MDC to properly carry out its statutory responsibilities as a recognised verifier, the Operator must maintain records which comply with the requirements of the National Programme / Food Control Plan and which contain sufficient detail to enable MDC to ensure that:</p> <ul style="list-style-type: none"> o The food preparation tasks identified in the Operator's programme / plan are being properly carried out by the appropriate staff who have been suitably trained and instructed. o Any restrictions or conditions placed on registrations are being complied with. o MDC is notified of any further information, including any post verification events, which may be relevant to MDC's verification responsibilities. This includes any significant changes including those to the scope of operation. <p>All information the Operator provides to MDC must be correct and complete.</p> <p>If the Operator chooses to change verifier, the Operator must provide MDC with 14 days' prior notice.</p>
MDC's Charges	<p>Verification fees are prescribed within MDC's Annual Plan Fees and Charges Schedule. These are subject to annual review and are publicly notified through the Annual Plan process. MDC will provide the Operator with an invoice that must be paid within 20 working days of date of invoice.</p> <p>If a Technical Expert is required to assist a verifier, the food operator will be responsible for the Technical Expert's costs. Masterton District Council will notify the operator before a Technical Expert is engaged.</p>
MDC's Right to Suspend or Restrict Any Service	If the Operator's registration is revoked, surrendered or substituted, or if the Operator does not pay MDC's charges or meet any other responsibilities towards MDC, MDC may suspend or restrict the Service at any time. Notification of such activities will be made to MPI where MPI is the Operator's registration authority.

MDC's Right to Stop Providing the Service	<p>If the Operator's registration is revoked, surrendered or substituted, or if the Operator does not pay MDC's charges or meet any other responsibilities towards MDC, MDC may stop providing the Services to the Operator.</p> <p>This right is additional to any other right or remedy MDC may have against the Operator under the Act. Otherwise, where MDC has agreed to provide a Service for a specified period, it will continue providing the Service for the remainder of that period or until terminated with 14 days' written notice.</p>
More Than One Operator	<p>Every person named as Operator in the Agreement must meet all of the Operators responsibilities under the Agreement and the Terms.</p>
Sending Invoices and Notices	<p>MDC will send invoices and other notices to the last address the Operator has given to MDC. MDC can assume any invoice or notice MDC sends by post has been delivered 5 days after it has been posted.</p> <p>The Operator must advise MDC if the Operator changes the postal address.</p>
Verification Agreement Records	<p>All Verification Agreements and reports will be kept as part of MDC's records for a minimum of 4 years.</p>
Changing These Terms	<p>Any changes to the Terms must be in writing and signed by MDC.</p>