

To ensure that your application is processed **within 21 working days**, please make sure that you complete **all the steps** on this form and **supply all the documentation** required. You **can not** trade without prior approval.  
Application forms can be emailed to [ask.us@fndc.govt.nz](mailto:ask.us@fndc.govt.nz).

## Step 1: Trading Date

Please indicate the date you wish to start trading. **Note:** You **can not** trade without a Notice of Registration.

Trading Date

**Note:** This application will take **21 working days** to process, therefore please allow sufficient time for your application to be processed before trading. You **can not** trade without prior approval.

## Step 2: Licence History

Is this application for a new business, an existing business, or a new operator?

### ☐ New Place of Business

A "new place of business" is a business that has not operated before as a food licensed business. If this is a new place of business, you need to contact the Building and Planning teams **before** submitting this application.

**Planning Requirements:** Your proposed food business must comply with Council's District Plan and if resource consent is required, this must be obtained **before any work or trading takes place**. Please contact a duty planner on 0800 920 029 to discuss your proposal **before** submitting this application.

**Building Requirements:** Your proposed food business must comply with the Building Act 2004 and if building consent is required, this must be obtained **before any construction, renovation work or trading takes place**. Please contact a duty building officer on 0800 920 029 to discuss your proposal **before** submitting this application.

Once planning and building approval has been granted, please continue with this application.

☐ Planning approval received. RC Number (if applicable):

☐ Building approval received. BC Number (if applicable):

### ☐ Existing Business

An "existing business" is a food licensed business that has a current licence to operate within the Far North District.

State the current licence number:

### ☐ New Operator

A "new operator" is a food licensed business that has a current licence to operate the Far North District that has changed operator or owner.

State the current business name:

State the current licence number:

## Step 3: Registration Type

What type of registration are you applying for? To find out which registration applies to your food business, go to <https://www.mpi.govt.nz/food-safety/food-act-2014/my-food-rules/>

Food Control Plan

☐ Template Food Control Plan

National Programme

☐ National Programme Level 1

☐ National Programme Level 2

☐ National Programme Level 3

## Step 4: Business Details

Who is the operator of the food business? Who is responsible for payment of invoices?

Legal Name of Operator (e.g. registered company, partnership, or individual)

☐ If a registered company, please attach a copy of the company extract from the New Zealand Companies Office ([www.companies.govt.nz](http://www.companies.govt.nz))

Trading Name

Debtor Details

Name and postal address of the person or organisation responsible for invoice payments

### Step 5: Site Details

The site location details of your food business or base location of operation. Please note, if your address is a private dwelling, you can ask that your address is withheld from the public register kept by MPI. If this is a mobile operation, it must comply with Council's bylaws.

**'Physical address of business' or  
'base location for mobile shop or stall'**

☐ Tick this box if this address is a personal dwelling, and you wish it to be withheld from the MPI public register

**Please supply a site plan of the business location and a floor plan of the building**

**Site Plan:** The site plan should show parking facilities (number of spaces), any outside areas used in conjunction with the operation (e.g. alfresco) in square metres

**Floor Plan:** The floor plan should show the layout of the interior, kitchens, dining areas, hand basins, toilets (including disability toilets), overall square metres of floor area.

Plans may be drawn up by the applicant, provided they are drawn to a recognised metric scale and include the necessary information. Alternatively, contact a draughtsman for assistance in drawing these plans.

#### Vehicle Details

If your food business is a mobile food van, please provide the following information

Vehicle plate number:  
Vehicle Make:  
Vehicle Model:  
Warrant or Certificate of Fitness Expiry:  
Registration Expiry:

#### Food Stall Trading Locations

If your food business is a food stall, where do you wish to trade:

### Step 6: Contact Details

The contact information we can use for any communications relating to the food business, such as arranging verifications or sending certificates to. Please contact us on 0800 920 029 if this information changes.

**Postal address**

**Contact Name**

Full name required

**Contact Phone**

**Contact Mobile**

**Contact Email**

### Step 7: Verification of Business

The registration type determines who will carry out the verification process. For Food Control Plan, this will be the Far North District Council. For National Programmes, this can be the Far North District Council or a third party verifier.

☐ **Food Control Plan**

Far North District Council will be your verifier as you will be registering a template Food Control Plan.

☐ **National Programme**

Far North District Council is providing verification services to most businesses on National Programmes. You can nominate the Far North District Council as your verifier, alternatively you can nominate [another recognised agency](#). Please advise who you nominate to verify your business:

☐ **Far North District Council**

☐ **Third Party Verifier\*:** \_\_\_\_\_

\*Please provide a letter of confirmation from your verifier.

### Step 8: Business Proposal

The written proposal should resemble a business proposal:

**The Business proposal should cover the following topics:**

- Operating times of the business.
- The types of food to be provided and/or example menus
- Whether any food will be transported or labelled
- The training/qualifications /experience of any staff
- The number of staff to be employed
- If operating a home kitchen, how will goods be separated between domestic and commercial use, and how much food is to be produced weekly/monthly

### Step 9: Supporting Documentation

Please ensure that you attach the relevant supporting documentation. Incomplete documentation will result in your application being returned to you for completion and therefore delay the date in which you can trade.

<input type="checkbox"/> <b>Food Control Plan</b> If you are applying for a Food Control Plan, please supply the following:	<input type="checkbox"/> Completed <b>Application for Registration of Food Business</b> form <input type="checkbox"/> Completed <b>Scope of Operations</b> form <input type="checkbox"/> Copy of <b>Company Extract</b> (if applying in a company name) <input type="checkbox"/> <b>Site Plan</b> of the business location (Refer to Step 5 for plan requirements) <input type="checkbox"/> <b>Floor Plan</b> of the building (Refer to Step 5 for plan requirements)
<input type="checkbox"/> <b>National Programme</b> If you are applying for a National Programme, please supply the following:	<input type="checkbox"/> Completed <b>Application for Registration of Food Business</b> form <input type="checkbox"/> Completed <b>Scope of Operations</b> form <input type="checkbox"/> Copy of <b>Company Extract</b> (if applying in a company name) <input type="checkbox"/> <b>Site Plan</b> of the business location (Refer to Step 5 for plan requirements) <input type="checkbox"/> <b>Floor Plan</b> of the building (Refer to Step 5 for plan requirements) <input type="checkbox"/> Copy of a <b>confirmation letter</b> from the verifying agency (if not the Far North District Council)

### Step 10: Acknowledgement Statement

I confirm that:

- I am authorised to make this application as the person with legal authority for the specified business
- The information supplied in this application is truthful and accurate to the best of my knowledge
- The operator of every food business covered by this application is a New Zealand resident within the meaning of section YD 1 or YD 2 of the Income Tax Act
- The operator of the food business is able to comply with the requirements of the Food Act 2014

<b>Name</b>	
<b>Signature</b>	<b>Date</b>

### Step 11: Privacy Statement

- The personal information that you provide in this form will be held and protected by the Far North District Council in accordance with the Privacy Act 2020. This information is being collected for the purpose of registering under the Food Act 2014. Please note, that some of the information you provide will be held on a public register.
- Failure to provide the requested information will likely result in the return of this application form to the applicant and may ultimately result in a refusal to register, in accordance with section 54 and 57 or 84 and 87 of the Food Act 2014.
- Under the Privacy Act 2020, you have the right of access to, and correction of, any personal information that you have provided.
- All information provided to the Far North District Council is official information and may be subject to a request made under the Official Information Act 1982.

### Office Use Only (To be completed by receiving staff)

Please circle whether the information required has been supplied.

Supplementary Documentation Required	Information Supplied		
Completed <b>Application for Registration of Food Business</b> form received.	Yes	No	
Completed <b>Scope of Operations</b> form received.	Yes	No	
Copy of <b>Company Extract</b> received (if applying in a company name).	Yes	No	N/A
<b>Site Plan</b> of the business location received.	Yes	No	
<b>Floor Plan</b> of the building received.	Yes	No	
Copy of the <b>confirmation letter</b> from the verifying agency received if not FNDC.	Yes	No	N/A
Application fee paid	Yes	No	
Receipt Number:			
Date:			

## Terms and Conditions for Verification Services

The following terms and conditions apply to food businesses which have nominated FNDC to act as their verifier.

### Period of Agreement

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

### Conflicts of Interest

If any staff from FNDC has been involved in the design of your food premises or procedures, they cannot act as your verifier. We aim to undertake the agreed services in an independent and impartial manner at all times. FNDC has been approved by the Ministry for Primary Industries (MPI) as a recognised verifier under the Food Act 2014.

### Nature of the Services

We will verify your food safety practices as required during the term of this agreement and (where appropriate) report your compliance with the programme and with the relevant provisions of the Food Act 2014 to MPI.

We will accept your request to verify your food business, so long as the food business falls within our scope of services, and we have competent verifiers to do so. If the food business does not fall within our scope or we do not have adequately competent verifiers, we will recommend that you seek the services of an independent (third party) verifier.

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 report in writing any matters we consider important and requiring attention. If any issues are discovered, FNDC will agree with the food business on a plan to address those issues, including setting reasonable timeframes, and the timing of the next verification visit.

If we believe there are potential food safety or suitability issues e.g. product recall, complaints received, on direction from MPI or other registration authority, we may carry out an unscheduled verification of your business. Additional fees may be incurred in these circumstances.

### Purpose of the Services

Our services are designed to monitor compliance with the risk based measure and with the relevant sections of the Food Act 2014. 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 only aim to identify deficiencies within the scope of the verification.

Any other services we may provide from time to time at your request are distinct from our function as verifiers and may be refused if this would generate a conflict of interest with regards to your verification.

Our agreeing to provide the services does not constitute a permit, authorisation, or other permission under any Act, Regulation, or Bylaw. Our verification 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
- ensure your verifier is knowledgeable and competent to verify your specific food business operations. This may include engaging a technical expert to assist us in the verification of your food business
- provide the services within a reasonable time or within any agreed time limit
- provide a report within 10 working days of completing the verification.

### Timeframes

Registration: Food control plan needs to be renewed annually. Registration of national programmes need to be renewed every 2 years. FNDC will send you a notice before the anniversary of your business registration renewal.

Verifications: The frequency of verifications is dependent on the type of business and outcome of the verification.

Follow Up: During a verification, if the verifier identifies any issues, the verifier will discuss necessary actions to address these. This will be documented in a Corrective Action Plan which will include timeframes.

### 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 Team Leader - Environmental Health. 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.

### Confidentiality

All communications between us (the agency) and you (the customer) are treated with strict confidentiality. All electronic records maintained by us are only accessible by approved staff. You may request a copy of any correspondence on your customer file at any time, e.g. a past verification report. A Food Safety Officer or MPI representative may request verification information from us or you. We will notify you if any such person requests such information from us about your food business.

Any corrective actions or non-compliances identified during the verification process of your business will be notified to MPI.

### Your General Responsibilities

Within 14 days you must advise us of a change of verifier.

To enable us to properly carry out our statutory responsibilities as a recognised verifier, you must maintain records which comply with the requirements of the Template Food Control Plan or National Programme (level 1, 2 or 3 as applicable) and which contain sufficient detail to enable us to ensure that:

- The food preparation tasks identified in your program are being properly carried out by appropriate staff who have been suitably trained and instructed
- Any restrictions or conditions placed on registration are being complied with
- You notify us of any further information, including any post verification events, which may have a bearing on our verification responsibilities. This must include changes to the scope of your operation or significant changes
- All information you give us needs to be correct and complete

### Your Rights

You have the right to terminate this agreement with Council at any time and nominate another verifier. Please let us know in writing and provide a letter from your new verifier which confirms they will verify your food business.

### Our Charges

Verification fees are prescribed within FNDC fees and charges, these are subject to annual review and are publicly notified. We will provide you with an invoice that must be paid by the 20th of the following month after a verification service has been undertaken.

### Our Right to Suspend or Restrict Any 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 or restrict the services at any time. Such activities will be reported to MPI.

### Our Right to 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, 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 under the Food Act 2014. 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 notify you with 14 days before we stop providing the service.

#### **Sending Invoices and Notices**

We will send invoices and other notices to the last address you have given us or by email as indicated. We can assume any invoice or notice we send by post has been delivered 5 days after we post it. Please tell us if you change your address.

#### **Verification agreement records**

All verification agreements will be kept on our records for a minimum of 4 years in relation to our record keeping requirements under the Food Act 2014. Verification reports are retained indefinitely.

#### **Changing These Terms**

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

I confirm that:

- I have read the Far North District Council's Verification Services Terms & Conditions and accept them.
- I nominate Far North District Council as my nominated verification agency.

**Name**

**Signature**

**Date**