



TERMS AND CONDITIONS

This document sets out the terms and conditions of an agreement for Chichester District Council to provide a business support service for both new and existing registered food businesses.

Nature of service to be provided:

Help and advice for new and existing businesses with respect to food hygiene and safety matters as set out in greater detail in the Appendix.

1. INTERPRETATION

1.1 In this Agreement:

1.1.1 'the Authority' means Chichester District Council, its employees and representatives.

1.1.2 'the Business' means the business identified above and includes: the food business operator, any owner, other legal entity, employee and representative of or associated with the Business.

and are referred to herein collectively as the 'Parties' and singularly as 'the Party'

2. SCOPE AND CONDITION PRECEDENT

2.1 For the avoidance of doubt, nothing in this Agreement shall:

2.1.1 fetter the Authority's discretion to exercise any right or obligation which it is entitled to exercise in law or

2.1.2 require the Authority to act or cease to act in any way which is contrary to any legal requirements.

3. AUTHORITY'S OBLIGATIONS

3.1 The Authority agrees that the Services (which are defined in the table in the Appendix to this Agreement shall be provided:

3.1.1 by suitably qualified and competent staff and in a professional and courteous manner;

3.1.2 with reasonable skill and care;

3.1.3 in accordance with any timescales agreed between the Parties;

3.1.4 without prejudice to other legal requirements or duties.

For the avoidance of doubt nothing in this Agreement shall fetter in any way the Authority's discretion to take whatever action it deems appropriate in the circumstances including if required appropriate enforcement action in accordance with its enforcement policy which is in force at the relevant time.

3.2 The Authority reserves the right to defer the date for performance of its obligations in clause 3.1 if it is prevented from or delayed in doing so by acts, events, omissions or accidents beyond its reasonable control.

3.3 The Business agrees that it will provide the Authority with such information and assistance as the Authority may reasonably require in order to enable or facilitate the Authority to deliver the service agreed.

4. DURATION AND TERMINATION

4.1 The duration of this Agreement is in accordance with the timescales set out in the Appendix.

4.2 Subject to clause 6.3 the duration of this Agreement may be extended by the Parties at the request of the Business in order that the Authority can carry out additional work for which the Business will pay in accordance with the fees and charges in the Appendix.

4.3 This Agreement may be terminated by the Business as provided in clause 5.4 below.

5. CHARGES AND PAYMENT

5.1 The Business shall pay the Authority the charges agreed in consideration of the provision of the services and in accordance with the fees and charges set out in the Appendix.

5.2 The Business will pay any charges in full to the Authority before the Services are commenced

5.3 The charges shall be inclusive of VAT.

5.4 If the Business wishes to terminate this contract it must provide the Authority with at least 48 hours' notice before a prearranged site visit in order to claim a full refund.

5.5 If the Business wishes to cancel an agreed site visit, it must provide the Authority with at least 48 hours' notice prior to the visit for a full refund.

6 SCOPE OF ADVICE AND LIABILITY

6.1 The Parties agree that:

6.1.1 the primary purpose for the provision of advice by the Authority is to assist the Business in achieving compliance with the law;

6.1.2 the advice and guidance provided by the Authority may not prevent enforcement action in the future;

6.1.3 the advice and guidance provided by the Authority does not guarantee that the Business will obtain a compliant food hygiene rating score ie 3, 4 or 5 when it receives its routine unannounced food hygiene inspection;

6.1.4 the advice or guidance provided by the Authority may become obsolete, and

- 6.1.5 the duty in relation to compliance remains with the Business.
- 6.2 Further to the primary purpose in clause 6.1 the Authority may also provide advice to assist the Business in successful food business management, good food safety practice or higher standards that the Business may wish to achieve.
- 6.3 The Authority reserves the right to decline to give additional advice and assistance sought by the Business where it considers that having regard to the Authority's remit and resources the nature and extent of the work requested ought instead to be undertaken by a third party consultant engaged by the Business.
- 6.3 Except as expressly stated in this Agreement, all terms, conditions, warranties and representations that would otherwise be applied or implied (by statute or otherwise) in or in relation to this Agreement are excluded to the fullest extent permissible in law.
- 6.4 Neither Party excludes or limits liability to the other Party for fraud or for death or personal injury caused by its negligence (as defined in the Unfair Contract Terms Act 1977) or for any other liability for which it is not possible to exclude or limit liability by operation of law.
- 6.5 The Authority's liability to the Business arising out of or in connection with this Agreement (whether in contract, tort, negligence or otherwise) shall be limited to the amount paid by the Business for the Services in any one year.
- 6.6 In no event shall either Party be liable to the other Party under or in connection with this Agreement (whether in contract, tort, negligence or otherwise) for any indirect or consequential loss or damage, or for any of the following losses (whether direct or indirect):
- 6.6.1 any loss of profits;
 - 6.6.2 loss of business;
 - 6.6.3 loss of opportunity;
 - 6.6.4 loss of revenue;
 - 6.6.5 loss of goodwill;
 - 6.6.6 loss of anticipated contracts;
 - 6.6.7 loss of anticipated savings.
- 6.7 The Business agrees that no individual member of the Authority's staff shall have any liability to the Business whether in contract or in tort including negligence arising out of the provision of the Services where that individual honestly believed that the act or omission complained of was within his or her powers or that his or her duties required or entitled him or her to do that act or not to do that act and he or she has acted reasonably and the Business shall not bring any claim against such individual member of the Authority's staff in such circumstances.

7. CONFIDENTIALITY

7.1 Each Party:

7.1.1 shall treat all confidential information belonging to the other Party as confidential and safeguard it accordingly;

7.1.2 shall not disclose any confidential information belonging to the other Party to any other person without the prior written consent of the other Party, except to such persons and to such extent as may be necessary to comply with the law.

8. DATA PROTECTION

8.1 The Authority will when processing personal data comply insofar as is necessary with the principles and obligations contained in the data protection legislation such as and in particular the General Data Protection Regulation 2016, the Data Protection Act 2018 and related codes of practice.

APPENDIX

Advice given by a Food Safety Officer before a new business opens to make it aware of food hygiene requirements to be considered before it starts trading or in respect of the compliance with those requirements in an existing business.

Scale of Fees and Charges

1	New Business Advice	Fees/Charges
	<p>Advice given by a Food Safety Officer before a new business opens to make them aware of food hygiene requirements to be considered before they start trading.</p> <p>From 1 April 2020 there is a charge for this service of £205 for a maximum two (2)-hour visit by a Food Safety Officer and then £100 for each additional hour. This includes the following:</p> <ul style="list-style-type: none">• A two (2)-hour site visit of the proposed premises offering advice about structural requirements and proposed layout.• On-site written report summarising visit and recommendations.• Where relevant, issued with a copy of most suitable Food Safety Management System (FSMS) e.g. Cooksafe or the Safer Food Better Business (SFBB) pack and a twelve (12)-month supply of diary sheets, along with explaining how it should be completed.• Signposting to other sources of information, agencies or departments of the Authority as appropriate.	<p>205.00 (for max two (2)-hour visit and inclusions)</p> <p>100.00 (for each additional hour)</p>

2	Existing Business Advice	Fees/Charges
	<p>For those already running a food business, they can request food safety advice or advice on how to improve their food hygiene rating.</p> <p>From 1 April 2020 there is a charge for this service of £205 for a maximum two (2)-hour visit by a Food Safety Officer and then £100 for each additional hour. This includes the following:</p> <ul style="list-style-type: none"> • A two hour site visit of the proposed premises offering advice about structural requirements and proposed layout. • A full review of your premises and food safety documentation e.g. HACCP, Safer Food Better Business, CookSafe or alternative FSMS. • The officer will discuss with you the legal requirements and advisory matters that require attention. • A detailed report listing all the requirements that needs to be addressed to improve the Business' rating. • Other requests tailored to the Business' needs. 	<p>205.00 (for max two (2)-hour visit and inclusions)</p> <p>100.00 (for each additional hour)</p>