



# **Charges for controls in meat premises**

**Implemented from 29 March 2021**

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## Summary

Intended audience:	This guidance is for Food Business Operators of approved meat establishments.
Which UK nations does this cover?	This guide covers England and Wales.
Purpose:	This guidance informs readers how the FSA charges for the delivery of meat controls in approved meat establishments.
Legal status:	This guidance does not place any legal requirements on food business operators. It explains the legal requirements that the FSA must comply with in charging for meat controls in meat premises, and how the charges are calculated.
Key words	<ul style="list-style-type: none"> <li>• Charges guide</li> <li>• Approved meat establishments</li> <li>• Meat controls</li> <li>• Food Business Operator (FBO)</li> </ul>
Review date	This guidance will be reviewed before the start of the 2022/23 financial year.
Sunset date	This guidance is not related to an SI with a sunset clause.

## Revision history

This guidance follows the [Government Code of Practice on Guidance](#). If you believe this guidance breaches the Code for any reason, or if you have any comments on the guidance itself, please contact us using the contact details on page 2.

Revision No.	Revision date	Purpose of revision	Revised by
5.0	March 2021	Annual Review and amendments to reflect new and amending legislation	T Hurley

## Changes from 2020-21 Charges Guide

- Update date references to financial year 2021/22
- Provide full web addresses for all links in footnotes
- Note on enforcement coding paragraph 27 and 28
- Add information about Emergency call-out charges paragraphs 35, 36 and Annex A
- Update paragraph 76 to reflect the automation of previous year charges
- Clarify throughput information required in paragraph 86
- Update hourly charge rates at Annex A
- Update monthly accounting timetable at Annex B
- Update discount details at Annex C
- Update example backing schedule at Annex D

## Contents

Introduction	8
Why does the FSA charge for its services?	8
Charges regulations	8
Who does the FSA Charge and what does it charge for?	9
How are FSA charges calculated?	10
Time based charges	11
Enforcement	12
Chargeable allowances	13
Emergency call-out charges	14
Overtime and other local staffing arrangements	14
Work on export certification	16
Travel time	17
Hourly charge out rates	17
Discount on Meat controls charges	18
Force majeure and flexibility – when the FSA will not levy a charge	20
Collection and submission of throughput information	23
Statement of resources (SOR)	24
Approval advisory visits	26
What can the FBO do to keep their charges to a minimum?	26
When will FBOs get their FSA invoice?	27
What should FBOs do if they have a query with their invoice?	28
How can FBOs pay for their charges?	28
What do FBOs do if they have a complaint, any other comments or suggestions?	30
Annex A – Charge Rates	31
Annex B – Monthly accounting timetable	34
Annex C – Discount rates and bands and hierarchy of hours	35

Annex D – Example of an invoice backing schedule

36

Annex E – FSA privacy notice

37

## Introduction

1. The Food Standards Agency (FSA) is a non-Ministerial Government Department. Its purpose in the area of meat hygiene is to deliver meat controls in approved meat premises to protect public health, animal health and welfare. This is done through the proportionate enforcement of English, Welsh, and retained European Legislation.
2. The FSA provides a range of functions in approved meat premises across England and Wales. Some of these functions are currently paid for by other Government Departments, others are charged to the Food Business Operator (FBO) and some are funded by the FSA.
3. Meat controls in Scotland are delivered by Food Standards Scotland, which charges for these controls.
4. Meat controls in Northern Ireland are delivered by the Department of Agriculture, Environment and Rural Affairs on behalf of the Food Standards Agency.

## Why does the FSA charge for its services?

5. The need for charges arises from two sources. These are:
  - the requirements under domestic and Retained EU law, for charging FBOs for meat controls and;
  - a requirement by HM Treasury ([“Managing Public Money”](#)<sup>1</sup>) for the FSA to charge the appropriate customer for the functions provided.

## Charges regulations

6. The finance provisions that require FSA meat hygiene and animal welfare at slaughter charges (meat controls charges) to be raised to FBOs are set out in Regulation 2017/625 which forms part of retained EU law at the conclusion of the transition period. Provisions requiring operators to pay charges are contained within the Meat (Official Controls Charges) (England) Regulations 2009 in respect of controls carried out in

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<sup>1</sup> <https://www.gov.uk/government/publications/managing-public-money>

England and the Meat (Official Controls Charges) (Wales) Regulations for Wales, the Official Controls (Animal, Feeds and Food, Plant Health Fees, etc) Regulations 2019 and the retained EU law referenced.

7. This means that the FSA must charge FBOs for the meat controls that the FSA carries out and must calculate FBO charges in line with the requirements of those regulations.

8. The FSA may also charge for facilities or services provided on request under the Food Standards Act 1999.

9. All of this legislation is published on the internet on the [government legislation site](#)<sup>2</sup>. Within this document, the English and Welsh regulations, and applicable retained EU law are referred to as ‘the Charges Regulations’.

## Who does the FSA Charge and what does it charge for?

### Meat Controls

10. The FSA carries out meat controls at approved meat premises throughout England and Wales. The Charges Regulations, as implemented by the FSA, require that these controls be charged directly to the FBO at the time costs of carrying out this work, after deducting any discount available.

### Government and other customers

11. The FSA also charges Government Departments and other customers for work carried out on their behalf. For example, checks on animal by-product controls, or the provision of expert lecturers to universities. These charges are based on the actual cost of carrying out the work.

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<sup>2</sup> [www.legislation.gov.uk/](http://www.legislation.gov.uk/)

## How are FSA charges calculated?

### Overview

12. Hourly charge rates are calculated from two main sources:
  - a) Direct costs of frontline staff, for example salary, employer's National Insurance, employer's monthly pension costs (excluding pension deficit); and
  - b) Support costs driven by meat controls, for example operational support to frontline staff.
13. Support costs are calculated on an activity-based costing model that has been subject to external audit.
14. There are two main elements that are used to determine FBOs' charges:
  - time based charges - detailed at paragraphs 20 to 63
  - any discount available to reduce the time cost charge - detailed at paragraphs 64 to 78
15. Charges are based on information provided by both the FBO and FSA staff. As laid out in regulation 5 of the Charges Regulations, operators are required to supply the FSA with any information the Agency may reasonably require for the purpose of calculating charges. This information includes:
  - operating hours
  - throughput data at slaughterhouses and game handling establishments (GHE)
  - information relating to the trading and legal status of the business
16. For all operators, time-based charges are calculated subject to adjustments for discounts where applicable.
17. Where there are changes in FSA charging, for example changes to the hourly rates, these will be applied from the date of the change and not retrospectively.
18. Time based charges for meat controls are calculated at the end of each FSA charging month (4 or 5 weeks) and may, on occasion, include transactions and adjustments from earlier periods where they have not already been processed. Any

discount is then deducted from the total time cost charge and the net figure is invoiced to the FBO.

19. Time based charges for export certification have no discount applied.

## Time based charges

20. FSA time based charges are calculated by multiplying the time that the official auxiliary (Meat Hygiene Inspector or 'MHI') or official veterinarian (OV) has recorded on their timesheet to the nearest quarter of an hour, as time spent carrying out meat controls, by the appropriate hourly charge-out rate (see paragraphs 60 to 63). The FSA will charge FBOs for all of the hours specified in their Statement of Resources (SOR) (see paragraphs 90 to 100) when these hours are paid to FSA staff or contractors, with the following exceptions:

- Where staff are not required, and they can be redeployed elsewhere;
- Where force majeure applies, for example, where an FBO is unable to operate due to a utility failure that resulted from activities beyond their control (see paragraphs 79 to 83); and
- For up to two hours on any two occasions in any four or five week charging period, where downtime has resulted from contractual or customary practices or events outside of the FBO's control, for example, a machinery breakdown where a verifiable programme of maintenance is in place, and written notification is provided to the FSA inspection team (see paragraphs 82-83).

21. Any time worked outside of the SOR will also be included in the time costs, for example if the daily finishing time of the plant extends beyond that specified in the SOR.

22. In addition to the normal hours worked by FSA staff, other elements may be included to arrive at the total charge:

- chargeable allowances - see paragraphs 29 to 34; and
- overtime and other local staffing arrangements - see paragraphs 37 to 52.

## Meat Controls audit

23. For the audit of approved establishments, the chargeable time includes the preparation and reporting that may be carried out away from the premises.

24. There is a programme of Unannounced Inspections (UAI), which take place at standalone cutting plants and co-located cutting plants that consistently operate when there is no FSA meat control presence in the adjoining abattoir. These premises will receive UAI visits that include inspections to act on food complaints, emergency visits following receipt of intelligence (e.g. food complaints), and as an assurance in between formal systems audits. The visits seek assurance of compliance between audits and inform the audit process. If non-compliances are identified in the cutting area in the course of these inspections, the FSA will charge the UAI time spent dealing with any non-compliances to the FBO concerned.

25. Partial desktop audits may also be prepared to close the audit loop efficiently and without the need for additional site visits in some instances. The auditor, in determining if a further visit is necessary, will take unannounced inspection visit reports, the establishment enforcement programme and feedback from the on-site OV, into account. FBOs with no, or minor non-compliances will therefore benefit from lower audit costs where auditors are satisfied that compliance has been achieved without the need for an additional visit. The preparation and write up work will be chargeable and appear as IAUD coded costs on the FBO invoice.

26. Where Auditors determine a site follow up visit is required to assess upon the status of the non-compliances these visits would be chargeable.

## Enforcement

27. From 2021/22 the FSA is introducing specific charges for enforcement activity, i.e. addressing non-compliances. The FSA has previously charged for this activity but it has not been separately identified on the backing schedules that accompany FSA invoices. Chargeable enforcement time has previously been shown on backing schedules under the activity code INSP. From 2021/22 this time will be shown under the activity code IENF.

28. From their introduction the charges for enforcement activity will be discounted where other meat controls activity would be discounted at slaughterhouses and game handling establishments. It is the intention of the FSA to conduct a consultation during 2021/22 on the continuation of discounts on charges for enforcement.

## Chargeable allowances

29. Certain allowances that are paid to FSA staff, because of an FBO's business operating hours and practices, are chargeable and are added to the time cost calculation, as are call out charges paid to OVs for emergency call outs. The amounts charged to the FBO are based on a system of standard rates calculated annually.

30. Where chargeable allowances have been included in the charges, they are shown on the invoice backing schedule. The following are some of the types of allowances that may be seen:

- Shift - where there is a requirement for meat controls involving two or more inspection shifts, shown on invoice backing schedules as SHFT or UNSO.
- Daily Unsocial Hours - where an inspector has worked outside the FSA core hours which are 6:30am to 6:00pm, shown on invoice backing schedules as UNSH.
- Irregular hours - where there is a regular working pattern for meat controls outside the FSA core hours of work: 6:30am to 6:00pm, shown on invoice backing schedules as UNSP.
- Emergency Call-out where there is an agreement with the FBO for regular call out the lower rate of call out fee will be charged in addition to the hours used in the call out. Where there is not a regular requirement the higher allowance charged will be applied in addition to the hours used.

31. Some allowances are contractual agreements between FSA and its staff to make sure that the FSA can provide the level of attendance required by some FBOs.

32. As the term contractual suggests, once in place, this type of allowance payment is guaranteed to the employee. If the FBO changes their requirements, and contractual allowance is no longer required, the FSA must provide written notice of this change to the FSA employee before the allowance can be removed from their contract. The allowance will remain chargeable to the FBO during a 30-day notice period.

33. Allowances will not be included in the FBO charges when the employee is not available to carry out work.

34. Chargeable allowances may have a discount applied to them, which is detailed at Annex A of this guide.

## Emergency call-out charges

35. From 2021/22 there will be new emergency call-out charges in relation to casualty animals. The call-out charges are invoiced at higher and lower levels and the amounts are shown in Annex A, together with the rate of discount applied to the charges. In addition to the call-out charges time based charges will be invoiced where there is a call-out.

36. The call-out charge will be made at the lower level where an FBO has made the necessary arrangements and these have been documented in the Statement of Resources (SOR). Where these provisions have not been made the call-out charge will be at the higher level. In all cases premises receiving casualty animals must have the necessary standard operating procedure in place. FBOs wishing to accept casualty animals must discuss their requirements with their Inspection Team Leader – see paragraphs 90 to 100.

## Overtime and other local staffing arrangements

### Contractual Overtime

37. Contractual overtime only applies to FSA employees and is arranged by the FSA, only where warranted, to make sure that the FSA can provide the level of attendance required by some FBOs. As the term contractual suggests, once in place, this type of overtime payment is guaranteed to the employee. If the FBO changes their requirements, and contractual overtime is no longer required, the FSA must provide written notice of this change to the FSA employee before it can be removed from their contract. The contractual overtime will remain chargeable to the FBO during a 30-day notice period.

38. The cost of contractual overtime is chargeable when it is within the agreed operating hours in the SOR and the employee is available for work, whether the contractual overtime is worked or not.

39. If FSA employees are paid for un-worked contractual overtime that is outside of the SOR, the FBO will not be charged.

## Public and Bank Holidays

40. Where the FSA incurs premium rates for staff working on a recognised UK Bank Holiday or Public Holiday, premium overtime rates will be charged to the FBO for FSA staff.

41. A [list of the recognised Bank Holidays and Public Holidays for England and Wales<sup>3</sup>](#) are available online.

## Overtime for FSA staff working outside of their normal working hours

42. When an FBO needs FSA employees to work beyond their normal contracted hours the FSA will pay them at their contracted rate, which may be a premium overtime rate. This cost is chargeable to the FBO and will be included as part of their total time costs.

43. Overtime is calculated on a daily basis by multiplying the number of overtime hours by the appropriate overtime rate. The normal working day for an FSA employee is 7.5 hours for the first four days (Monday to Thursday) and 7 hours on the fifth (Friday). Any time worked beyond these hours in any day is classed as overtime.

44. If FSA staff carry out overtime while working within the agreed operating hours, then the FBO will be charged at the appropriate overtime rates. For example, if an FBO's agreed operating hours total 9 hours per day (not including breaks), then an FSA employee working for the full 9 hours will usually be paid 7.5 hours at their normal rate, and 1.5 hours at the overtime rate. The charges will follow accordingly.

45. Some FBO requirements have led to the introduction of four day working by FSA staff. Specific overtime arrangements apply in these cases. Where this is the case, the FSA Manager responsible for the establishment will be able to explain how the overtime arrangements work.

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<sup>3</sup> [www.gov.uk/bank-holidays](http://www.gov.uk/bank-holidays)

## Facility time

46. Any facility time (up to a maximum of half an hour per day) paid to FSA employees (for example, time to dress in protective clothing and cleaning up time) will be included in the time costs.

## Relief cover

47. If the normal inspector is unavailable at any time, the FSA will supply a replacement. The costs of the replacement (including the costs of any allowances the replacement inspector may receive) will be included as part of the time costs. FBOs will not be charged for the normal inspector in addition to the relief inspector.

## Delayed start times

48. When it is necessary to delay the start time for specific days, the FBO should advise the FSA manager as soon as possible.

49. When an FBO changes the start time at short notice, the time 'lost' is recorded as chargeable downtime (coded to IUWT) if staff cannot be redeployed. Where less than two working days' notice is given, staff will start to code IUWT from their normal start time even if they are not at the premises.

50. When an FBO provides notice of a change to the start time two working days or more in advance FSA staff will have their start times adjusted and record time from the new start.

51. The normal rules governing overtime and IUWT will apply in these scenarios. Time will be coded to overtime rates once contracted hours have been completed.

52. If FBOs repeatedly vary start times at short notice, the Inspection Team Leader (ITL) will assess the situation with a view to renegotiating the Statement of Resources.

## Work on export certification

53. Where an establishment is covered by an FSA contracted or employed veterinarian who is also qualified as an official veterinarian for export, then the OV may carry out export work at the FBO's request. For this work, the FBO will be charged at the full cost rates.

54. This work covers all extra duties an FSA official undertakes in order to provide the assurances needed for third country export. This includes work for, and on, internal movement documentation, export certification and verification of third country.

55. Work on internal movement documentation and export certification, can be carried out by any veterinarian qualified to carry out export certification work. If the FBO chooses to use an FSA on site OV, the time spent on this work will be charged at full cost and is subject to VAT. It appears on the FBO invoice as HLVI. Where MHIs work as Certification Support Officers this time will also be shown as HLVI.

56. Work to verify third country export requirements, is carried out by OVs and will be chargeable without VAT. It appears on the FBO invoice as HTCA.

## Travel time

57. FSA employees are usually paid for any time spent travelling during their normal working hours after they have started work at the first premises. This paid travel time is not chargeable directly to the FBO, but the cost is included in the hourly charge-out rates.

58. Other travel costs, for example mileage payments, paid to inspectors for travelling between establishments, etc. are also included in the hourly charge-out rate and are not charged to FBOs directly.

59. Travelling time for contract staff is included in their agreed payment rates. Therefore, FBOs will not be directly charged for contractor travelling time.

## Hourly charge-out rates

60. The FSA has charge-out rates for meat controls work. These rates are calculated on the basis of the full costs, which are recoverable. For FSA time spent on meat, the FBO's time-based charges will be calculated using these rates with any relevant discount rates applied (see paragraphs 64 to 78).

61. FSA charge-out rates are calculated each year and are made up of direct staff costs and overheads. [Charge rates for allowances<sup>4</sup>](#) are also calculated each year. The details of these calculations can be found online.
62. Changes to hourly charge-out rates for meat controls are made after advance notification to industry stakeholders. The FSA will endeavour to give FBOs a minimum of fourteen days' notice prior to any new charge-out rates coming into effect.
63. The charge-out rates are included in this guide at Annex A.

## Discount on Meat controls charges

64. Operators of slaughterhouses and game handling establishments may receive a discount which reduces the time cost charge. The calculation behind the discount changed in 2016/17 in line with the recommendations of the Steering Group on Meat Charging. The Steering Group on Meat Charging was the independently chaired industry stakeholder group, supported and facilitated by the FSA that, from August 2013, proposed and assessed options for reform of the current discounts on charges for meat controls. [More information about the Steering Group<sup>5</sup>](#) can be found online.
65. The discounts applied to meat control charges are based on the usage of hours of FSA staff time, with sector bands of discounts, which reduce as more hours are used (detailed further at paragraphs 70 to 78).
66. When FBOs do not receive a discount, the charges will be based on the full cost charge rates.
67. Cutting premises sites will not receive any discount on hourly charge rates.
68. Export work will not receive any discount on hourly charge rates.
69. Allowances charged to FBOs will have a flat % discount applied as detailed in Annex A.

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<sup>4</sup> <https://www.food.gov.uk/business-guidance/charges-for-controls-in-meat-premises>

<sup>5</sup> [www.food.gov.uk/about-us/meat-charging-steering-group](http://www.food.gov.uk/about-us/meat-charging-steering-group)

## Hours discount bands

70. The discount levels set for the year are the same for all industry sectors; however, each sector (red meat and game, poultry meat) has its own range of hours within each discount band.

71. The level of discount reduces with each band as more hours of FSA resource are used. FBOs benefit from the hours available in each discount band until those hours are used.

72. Discount bands will be applied progressively, one twelfth of each band being allocated to the charge period cumulatively, regardless of the number of weeks in a charging period. Period one has one twelfth of each band available, period two has two twelfths of each band available (minus hours already used in the previous month), etc, to be used against the hours from the start of the financial year. In this way, if hours at a higher discount band remain unused from the prior period, they will be carried forward to the next so that the FBO receives the benefit.

73. The band hours will be applied to OV hours first, then MHI hours starting with the standard rate hours followed by each premium rate until the band is used up. See Annex C for details.

74. Adjustments in respect of late additional time within the financial year, which has not yet been charged, will receive the discount applicable to the month being charged, i.e. treated as current month charges.

75. Credits for previously charged time will be made at the lowest discount percentage for the grade and rate of staff of the month to which the credit relates, which means the amount of money credited will be at the highest level band giving the highest value credit. Hours credited back will then become available again in the discount band 'hours available' at which they were credited.

76. Any adjustments for a previous financial year will be calculated separately from the current financial year. These will be calculated as though the amendment had been included in the final charge period of the year, with the adjustment being detailed on a separate backing schedule and invoice or credit amounts included with the invoice of the month the amendment has been actioned.

77. Annex C gives details of the discount bandings for 2021/22. Where there is a change of ownership of approved premises and where the approval number remains unchanged, the establishment will continue using the remaining discount allocation for

the remainder of the financial year. Any invoices in the month of change will be recalculated applying the available discount first to the original owner and then to the new owner.

78. Where a new approval number is issued the discount band allocation for the full year will become available. Operators of new premises, never approved before, will also receive the full discount band allocation for a financial year, irrespective of the month in the year. Where operations commence part way through a financial year, operators in these circumstances should note that this can result in a proportionately larger discount for initial invoices.

## **Force majeure and flexibility – when the FSA will not levy a charge**

79. This section sets out the circumstances when meat controls charges to approved meat businesses would be waived under the time - based charging mechanism.

80. It relates to the waiving of charges caused by unforeseen events affecting a business that are a result of exceptional circumstances, including those that it would not be reasonable to view as commercial risks to be accepted by the business as part of its business practices.

81. The FSA waives certain charges in recognition of the particular difficulties some businesses face in planning regular working hours. In view of this, charges will not be made for downtime that is caused by:

- a) force majeure; or
- b) any other reason, for up to two hours on any two occasions in any four/five week charging period where downtime has resulted from contractual or customary practices or where circumstances were outside of FBOs' control, and written notification is provided to the FSA inspection team. Where this flexibility is required on a regular basis the SOR will be reviewed to assess whether it could more accurately reflect the working times and practices of the premises.

82. The flexibility above will be limited to the members of the FSA team present on site at the time. If a member of the team is not present at the time credit for this cannot be taken separately. FBOs will be required to declare in writing at the time (within one working day of the occasion the downtime occurs) that they are exercising one of the two

instances of flexibility at b) above. Once an FBO has declared that they are exercising this flexibility they will not be able to retrospectively change the instances to which the flexibility will be applied.

## Examples of force majeure

83. It is not possible to list definitively all events that would be considered as force majeure, but the list below provides guidance:

- Electricity, gas or water failure as a result of activities on or off-site not in the control of the FBO.
- Protest or civil disturbance, delaying the arrival of stock.
- Emergency disease / public health restrictions and/or controls.
- Severe adverse weather resulting in the late delivery of stock.
- Premises evacuated as a result of an incident in neighbouring premises.
- Closure of livestock markets because of sudden severe adverse weather conditions.

## Examples of events for which charges would not be made for unused FSA time for up to two hours on any two occasions in any four/five week charging period on receipt of a written request:

- Sudden unexpected breakdown of machinery that has been properly maintained, as evidenced by maintenance records.
- Planned repairs to essential equipment where reasonable notice is given to the FSA.
- Markets have no suitable stock.
- The FBO considers that:
  - the price of stock is unacceptably high
  - stock is not of an appropriate quality.

- The FBO loses an order.
- The FBO cannot predict when stock will arrive or its quantity (for example game).
- Traffic accident resulting in the late delivery of stock.

## **Examples of events within the responsibility of the FBO or due to market forces and for which charges would be levied for unused FSA time:**

- On-site failures due to the activities/decisions of the FBO, including:
  - incidents caused by contractors
  - failure of machinery / equipment due to poor maintenance
  - maintenance, repair or replacement of machinery / equipment without sufficient prior notice
  - failure of electricity, gas or water supply because of non-payment of the utility.
- Events for which it would be reasonable for the business to seek redress from a third party.
- Events against which it would be reasonable to expect the business to be insured.
- A market is closed unexpectedly, other than for sudden severe adverse weather conditions.
- Delayed working because of insufficient staff.
- Late delivery of stock, for example due to the breakdown of a delivery vehicle.

## Collection and submission of throughput information

84. The Charges Regulations require all FBOs to supply the FSA with information to allow charges to be calculated. Throughput data is essential to calculate meat controls that are specified in Regulations, e.g. the estimation of the residue testing fees that are levied by the Veterinary Medicines Directorate (VMD). The information that FBOs supply may be subject to audits by the FSA and by other Government departments or may be shared to assist other Government departments and levy boards in their regulatory duties. For more information please see the Privacy Notice at Annex E.

85. As cutting premises are charged at full cost for carrying out meat controls work, cutting plant FBOs are not required to submit cutting tonnage throughput information.

86. In slaughterhouses and on farm slaughter facilities the numbers of each species slaughtered which are subject to meat controls, will be entered online to the FSA throughput system by the on-site FSA representative. In game-handling establishments (GHE) the numbers of each species dressed/cut and the cutting tonnage to the nearest tonne (rounded up), subjected to meat controls, will be entered online to the FSA throughput system by the on-site FSA representative.

87. At the end of the accounting period, the FSA representative will provide a copy of the throughput figures for each slaughterhouse and these will require authorisation from the FBO or their representative confirming the accuracy of the figures and finalising the submission of data. The figures will also be checked by the OV for the premises. This process must be completed within three working days of the end of the charging period.

88. The FBO must take extra care to check that the correct species, weight categories and values have been recorded. FBOs should be aware that, under the Charges Regulations, it is a criminal offence for anyone, to submit information that they know to be false or misleading, or, without reasonable excuse, to fail to provide the required information within a reasonable amount of time, which is punishable on summary conviction by a fine.

89. For any weeks/accounting periods where slaughtering or cutting (in respect of GHE only) has not taken place, a nil return must be completed to ensure a complete data set.

## Statement of resources (SOR)

90. The Charges Regulations require the Food Business Operator (FBO) to provide details of their working hours and working practices. The FSA will work with the operator to agree the number of inspectors required to carry out the meat controls and the number of hours required daily for that purpose. The details will include, among other information, operational start and finish times, the number of animals expected to be processed and any additional information such as seasonal variations. The agreement is beneficial for both parties as it enables the FSA to make sure that the appropriate and most efficient level of staffing is deployed, helping the FSA keep costs down and providing the FBO with the level of controls required at the lowest possible cost.

91. The operating hours and working practices are permanently recorded in writing. The FSA will prepare a document, known as the Statement of Resources, jointly with the FBO to enable this to happen.

92. The SOR documents the minimum resources to be provided however, any time worked outside of the SOR will also be included in the time costs to be charged to the FBO, for example, if the daily finish time extends beyond that specified in the SOR. Where this occurs frequently, the SOR should be jointly reviewed to provide a more accurate reflection of the operating hours and required level of resource.

93. FBOs must provide as much notice as possible, in writing, when they intend to change their operating hours. By giving the FSA reasonable notice of changes, the FSA has time to try to re-arrange their resources to fit the new requirements without incurring additional costs. For major or permanent changes, the FSA needs 30 days' notice to enable it to give notice to FSA staff and contractors where contractual changes are necessary. FBOs should always notify the FSA in writing of the intended start date of any change, this helps to avoid any confusion.

94. For some short-term changes where, due to their temporary nature, a permanent change to the SOR may be inappropriate the FBO should aim to give the FSA as much notice as possible. Festival and seasonal requirements can be built into the SOR. FBOs should discuss their requirements with their Inspection Team Leader.

95. Whilst at short notice the FSA cannot promise to meet the needs, any amount of notice that can be provided gives the FSA some opportunity to provide more or less resource, as required, keeping charges to a minimum. Where the FSA cannot meet temporary requirements without incurring additional costs then charges will be made to contribute to those costs. In circumstances where the FSA is required to stand down staff

requested by an FBO at short notice and has incurred costs, the FBO will be charged for the requested resource.

96. The FSA will always do its best to accommodate the business requirements of FBOs, however, changes to the SOR require the input of both parties. If there is disagreement, it will not affect the service provided by the FSA but may mean charges are higher than they otherwise need be.

97. The FSA is committed to amending the SOR as soon as practicable. Once an FBO has notified the FSA of revised operating hours and/or working practices, the FSA will work with the FBO to agree a revised SOR. If the result of the declaration is that meat controls can be delivered in less time than is currently the case the FBO will be charged for the existing level of resources for no more than 30 days after receipt of their notification. This is in recognition of the fact the revised operating hours and working practices may require contractual changes for the FSA workforce at the premises, and that these may require negotiation and will be subject to a notice period. The FSA will endeavour to implement changes in less than this time, but this will not always be possible for the reasons already stated.

## SOR appeals procedure

98. If an FBO is unhappy with the attendance levels (FSA hours) set out in the SOR then they can enter an appeal against the SOR. A contribution to the cost of any appeal is required by the FBO before the appeal can be undertaken, the current fee is £250. While the appeal is being carried out, the FBO is still required to pay the FSA invoices in full. If the appeal is successful, the FBO will receive a credit on a future invoice for the attendance determined to be unnecessary and a refund of the appeal fee. If the appeal is not successful, then the fee and charges will not be credited, and the charges will stand.

99. The FSA may in certain circumstances continue to retain the disputed resources in the plant even after an appeal is lost by the FSA where it is considered necessary to meet the requirements of the EU Regulation, but the operator will not be charged for the excess attendance.

100. [Guidance on working with the FSA to develop a Statement of Resources and the appeal process](#)<sup>6</sup> can be found online.

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<sup>6</sup> [www.food.gov.uk/business-guidance/the-statement-of-resource-sor](http://www.food.gov.uk/business-guidance/the-statement-of-resource-sor)

## Approval advisory visits

101. Prospective FBOs wishing to obtain approval for their establishment, or existing FBOs wishing to add further approved activities to their approval, may request an advisory visit prior to the approval visit. Advisory visits aim to help the FBO identify the welfare and hygiene requirements which may apply to their proposed activity. Areas of advice include structure, equipment and facilities, operational hygiene considerations and HACCP, good practices, records and procedures. Advisory visits will be charged at a set fee which is payable before the visit is scheduled to take place and are non-refundable. See Annex A for details of set fees.

## What can the FBO do to keep their charges to a minimum?

102. To make sure that charges are kept to a minimum FBOs can do the following:

- Make sure that their operating hours and working practices are agreed with the FSA and are documented in the SOR. These should represent the normal practices and should be reviewed on a regular basis. If FBOs work with the FSA when considering their operating patterns, the FSA may be able to suggest ways in which changing the patterns slightly could reduce the level of FSA staffing required - therefore reducing the FSA time costs. For example, removing the need for FSA staff requiring contractual overtime or a change to working within FSA core hours (6:30am to 6:00pm) to avoid charges for some allowance payments.
- Find out whether they are eligible for OV flexibility. An assessment of the business can be carried out to establish whether a FBO could qualify for reduced OV attendance. Speak to the FSA Manager responsible for the establishment for more information or to request an assessment.
- Give the FSA as much notice as possible when there are temporary changes to the operating hours and working practices documented in the SOR. Where an FBO plans to make longer term changes, try to give the FSA at least 30 days' notice. The more notice that is provided the better the opportunity that the FSA has to re-organise staff without incurring additional costs.

- Make sure that the food safety and management practices are of a good standard. This will reduce the likelihood of line stoppages and other enforcement action being taken by the FSA that leads to additional cost. For cutting establishments, this will improve the audit score and may reduce the number of visits required by the FSA, leading to reduced time costs for the establishment.
- Make sure that any equipment is properly maintained. This will reduce the likelihood of machine and equipment breakdowns that can lead to additional costs.
- Make sure that regular contact is made with the FSA management team for your establishment. They will be able to advise on any issues that may impact charges, keep you informed of future changes and can help make efficient use of FSA resources.

## When will FBOs get their FSA invoice?

### Invoices

103. The FSA works in accounting periods - each containing four or five weeks (these are shown at Annex B – Monthly Accounting Timetable). FBOs will normally receive an invoice each month, approximately three weeks after the end of the accounting period within which the work was carried out. Cutting Plant FBOs will usually receive an invoice at a frequency in line with the audit frequency for their premises, following unannounced inspections, if chargeable, or export work. FBOs will also receive backing schedules which provide additional details of the charges. These backing schedules contain detailed information to allow the FBO to see exactly how their time costs are calculated and discounts applied before arriving at the final charge. Annex D gives an example of an invoice backing schedule showing the summary of charges for an approved premises and the details of the hours charged for FSA staff during one accounting period.

104. FBOs can help the FSA to reduce administrative overhead costs by receiving invoices and statements by email. To take advantage of this facility please send an email to [revenue.accounting@food.gov.uk](mailto:revenue.accounting@food.gov.uk) giving a contact email address and quoting the approval number.

105. FBOs can also receive a report showing the weekly breakdown of the hours at their establishment providing them with more information. If FBOs would like to receive

this report they should send an email, quoting the email address to which the report should be sent and the approval number, to: [FSA.timesheets@food.gov.uk](mailto:FSA.timesheets@food.gov.uk).

106. Where there is no work carried out during the accounting period then an invoice will not normally be issued. This particularly applies to cutting plants where periodic controls take place.

## Invoice adjustments

107. While the FSA makes every effort to include all the charges on the monthly invoice, this is not always possible. This could happen because, timesheet information is received too late to be included in the invoice for the month to which it relates. When this happens an adjustment will be included in the next available invoice.

## What should FBOs do if they have a query with their invoice?

### Invoice queries

108. If an FBO has any difficulty in understanding their charges, or they suspect that the FSA may have made an error, they can contact a Finance representative, who will be happy to assist them on the following number:

**FSA invoice queries:** 01904 232213

or **email:** [debt.recovery@food.gov.uk](mailto:debt.recovery@food.gov.uk)

## How can FBOs pay for their charges?

### Payment terms

109. An invoice is raised approximately three weeks after the end of the FSA accounting period to which the charge relates. FSA invoices are due for payment immediately. If payment is not received promptly then recovery action may be taken.

## FSA Payment Methods

110. Payment for FSA services can be made in a number of ways:

- By Internet banking or BACS, our account details are:

<b>Bank Account</b>	NatWest
<b>Sort code</b>	60-70-80
<b>Account</b>	10001441
<b>Account name</b>	FOOD STANDARDS AGENCY RECEIPTS
<b>Reference</b>	“Receipts [and the customer number]”.

- By Debit Card telephoning **01633 631800** ensuring that you have the invoice number and customer account number ready to quote
- By Cheque made payable to the Food Standards Agency, quoting the invoice number being paid and the customer account number. Cheques should be posted to FSA c/o Shared Services Connected Ltd, PO Box 834, York, YO31 6EP.

## Overdue invoices

111. Overdue invoices may be forwarded to FSA solicitors for commencement of civil debt recovery proceedings through the Courts. If court action is taken to recover outstanding debts the court will be asked to award the FSA with the total debt, court costs and interest.

112. Successful court action will result in a County Court Judgment (CCJ) against the debtor and the FSA would then be able to use a range of enforcement action to obtain payment, including the withdrawal of meat controls (see paragraph 114).

113. If an FBO lodges a complaint under the FSA Complaints Procedure (see paragraph 115), they must continue to pay their FSA invoices otherwise they could still face legal proceedings. Payment will in no way prejudice the consideration of complaints and if upheld the appropriate credit will be made as soon as possible.

## Withdrawal of meat controls

114. If an FBO fails to pay for their meat controls charges the FSA may be entitled to withdraw its services from the establishment – this would prevent the FBO from producing meat for human consumption. These powers are set out in the Charges Regulations and are only used after other means of debt recovery have been tried or are inappropriate. The FSA will only withdraw meat controls where a County Court Judgment has been obtained which the FBO fails to pay within a reasonable time.

## What do FBOs do if they have a complaint, any other comments or suggestions?

115. If an FBO is at all dissatisfied with any aspect of the service provided by the FSA, they should contact their Inspection Team Leader, Area Manager, Official Veterinarian, Operations Manager or Head of Operational Delivery in the first instance. If this does not resolve their problem and they are still not satisfied, the FSA Complaints Procedure is available to all customers and stakeholders. The [complaints procedure](#)<sup>7</sup> is available from the FSA's website.

Please note that this is not to be used for appeals against the SOR, as there is a [separate procedure available](#)<sup>8</sup> – see guidance online.

116. The FSA welcomes thoughts on this guide and the FSA charging process in general. If you do have any comments or suggestions for improvement on any aspect of FSA charging policy or this guide, please send them to:

### **Charges Guide**

**FSA Finance Department**

**Kings Pool**

**Peasholme Green**

**York**

**YO1 7PR**

**Email:** [revenue.accounting@food.gov.uk](mailto:revenue.accounting@food.gov.uk)

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<sup>7</sup> [www.food.gov.uk/contactconsumersfeedback/complaints-and-comments](http://www.food.gov.uk/contactconsumersfeedback/complaints-and-comments)

<sup>8</sup> [www.food.gov.uk/sites/default/files/media/document/statement-of-resources-guidance-eng-wal-jan2021.pdf](http://www.food.gov.uk/sites/default/files/media/document/statement-of-resources-guidance-eng-wal-jan2021.pdf)

## Annex A – Charge Rates

### 2021/22 Charge Rates to Food Business Operators from 29 March 2021

#### Hourly rates - FSA time spent on Meat Controls

##### Inspector

Rate	£
Single time	31.90
Time and a half	47.85
Double time/Bank holiday	63.80

##### OV

Rate	£
Single time	48.00
Time and a half	72.00
Double time/Bank holiday	96.00

#### Hourly rates - FSA time spent on Enforcement

##### Inspector

Rate	£
Single time	31.90
Time and a half	47.85
Double time/Bank holiday	63.80

## OV

<b>Rate</b>	<b>£</b>
Single time	48.00
Time and a half	72.00
Double time/Bank holiday	96.00

## Standard Allowance charges per person, per occurrence 2021/22

Allowance Code	Allowance Narrative	Charge before discount	Discount rate to be applied in 2021/22
CASL	Casualty slaughter call-out	£27.65	50%
HTIM/COVA	Weekend working as part of a normal working week	£96.75	50%
NGHT	Night shift	£39.35	50%
SHFT/UNSO	Shift working	£28.65	50%
UNSH/UNSP	Unsocial hours working	£15.85	50%
EMGL	Emergency call out- low	£100.00	50%
EMGH	Emergency call out - high	£180.00	50%

**Advisory Visit Fee - £298.70+ VAT**

## Annex B – Monthly accounting timetable

### Food Standards Agency

#### Monthly Accounting Timetable 2021/22

Month/Period	Week Number	Week Commencing (Monday)	Week Ending (Sunday)	Month/Period	Week Number	Week Commencing (Monday)	Week Ending (Sunday)	
<b>April / Period 1</b>	01	29-Mar-21	04-Apr-21	<b>October / Period 7</b>	27	27-Sep-21	03-Oct-21	
	02	05-Apr-21	11-Apr-21		28	04-Oct-21	10-Oct-21	
	03	12-Apr-21	18-Apr-21		29	11-Oct-21	17-Oct-21	
	04	19-Apr-21	25-Apr-21		30	18-Oct-21	24-Oct-21	
<b>May / Period 2</b>	05	26-Apr-21	02-May-21		31	25-Oct-21	31-Oct-21	
	06	03-May-21	09-May-21		<b>November / Period 8</b>	32	01-Nov-21	07-Nov-21
	07	10-May-21	16-May-21			33	08-Nov-21	14-Nov-21
	08	17-May-21	23-May-21	34		15-Nov-21	21-Nov-21	
	09	24-May-21	30-May-21	35		22-Nov-21	28-Nov-21	
<b>June / Period 3</b>	10	31-May-21	06-Jun-21	<b>December / Period 9</b>	36	29-Nov-21	05-Dec-21	
	11	07-Jun-21	13-Jun-21		37	06-Dec-21	12-Dec-21	
	12	14-Jun-21	20-Jun-21		38	13-Dec-21	19-Dec-21	
	13	21-Jun-21	27-Jun-21		39	20-Dec-21	26-Dec-21	
<b>July / Period 4</b>	14	28-Jun-21	04-Jul-21		<b>January / Period 10</b>	40	27-Dec-21	02-Jan-22
	15	05-Jul-21	11-Jul-21	41		03-Jan-22	09-Jan-22	
	16	12-Jul-21	18-Jul-21	42		10-Jan-22	16-Jan-22	
	17	19-Jul-21	25-Jul-21	43		17-Jan-22	23-Jan-22	
<b>August / Period 5</b>	18	26-Jul-21	01-Aug-21	44		24-Jan-22	30-Jan-22	
	19	02-Aug-21	08-Aug-21	<b>February / Period 11</b>	45	31-Jan-22	06-Feb-22	
	20	09-Aug-21	15-Aug-21		46	07-Feb-22	13-Feb-22	
	21	16-Aug-21	22-Aug-21		47	14-Feb-22	20-Feb-22	
	22	23-Aug-21	29-Aug-21		48	21-Feb-22	27-Feb-22	
<b>September / Period 6</b>	23	30-Aug-21	05-Sep-21	<b>March / Period 12</b>	49	28-Feb-22	06-Mar-22	
	24	06-Sep-21	12-Sep-21		50	07-Mar-22	13-Mar-22	
	25	13-Sep-21	19-Sep-21		51	14-Mar-22	20-Mar-22	
	26	20-Sep-21	26-Sep-21		52	21-Mar-22	27-Mar-22	

## Annex C – Discount rates and bands and hierarchy of hours

### Annual hours bands and discounts 2021/22

Discount band	Red meat slaughter, game handling establishments, on farm slaughter (upper hours)	Poultry slaughter (upper hours)	Discount rate
1	Up to 201	Up to 585	90%
2	201 - 852	585 – 1,701	75%
3	852 – 2,967	1,701 – 2,727	28%
4	2,967 – 7,068	2,727 – 6,234	27%
5	7,068 – 15,507	6,234 – 21,105	25%
6	More than 15,507	More than 21,105	24%

Note. One twelfth of the annual hours in each band will become available each accounting period

### Order that hours will be allocated within discount bands

Order	Hours
1st	OV Single time
2nd	OV Time and a half
3rd	OV Double time
4th	MHI Single time
5th	MHI Time and a half
6th	MHI Double time



## Annex D – Example of an invoice backing schedule

Invoice Backing Schedule				Charges to 25 April 2021				
1234 - Approved Premises				Hours	Hourly Rate(£)	Full Cost Charge(£)		
Name	Personnel Number	Activity	Week					
<b>Red Meat Slaughterhouse</b>								
MHI Name	123456	INSP	202101	1.25				
MHI Name	123456	INSP	202102	1.25				
MHI Name	123456	INSP	202103	1.25				
MHI Name	123456	INSP	202104	1.00				
MHI Name	123456	INSP	202105	1.00				
<b>Total Meat Controls for Grade MHI Normal Time</b>				<b>5.75</b>	<b>31.90</b>	<b>183.43</b>		
MHI Name	123456	INSP	202101	0.50				
MHI Name	123456	INSP	202102	0.25				
MHI Name	123456	INSP	202103	0.25				
MHI Name	123456	INSP	202104	0.50				
MHI Name	123456	INSP	202105	0.50				
<b>Total Meat Controls for Grade MHI Overtime (Time and a half)</b>				<b>2.00</b>	<b>47.85</b>	<b>95.70</b>		
OV Name	1234	INSP	202101	1.50				
OV Name	1234	INSP	202102	2.50				
OV Name	1234	INSP	202103	3.00				
OV Name	1234	INSP	202104	3.00				
OV Name	1234	INSP	202105	2.00				
<b>Total Meat Controls for Grade OV Normal Time</b>				<b>12.00</b>	<b>48.00</b>	<b>576.00</b>		
		<b>Allowance Code</b>	<b>Period</b>	<b>No.of occurrences</b>	<b>Rate(£)</b>	<b>Full Cost charge(£)</b>		
		<b>UNSH</b>	<b>Apr 2021</b>	<b>2</b>	<b>15.85</b>	<b>31.70</b>		
<b>Total Meat Controls costs for Red Meat Slaughterhouse</b>				<b>19.75</b>		<b>886.83</b>		
<b>Discount Band Allocation</b>								
<b>Band</b>	<b>Hrs Available</b>	<b>Discount Rate</b>	<b>Type of Staff</b>	<b>Time Rate</b>	<b>No of Hours</b>	<b>Full Cost Charge</b>	<b>Discount</b>	<b>Charge</b>
<b>Red Meat Slaughterhouse</b>								
<b>Meat Controls</b>								
1	16.75	90%	OV	Single time	12.00	576.00	518.40	57.60
1		90%	MHI	Single time	4.75	151.53	136.37	15.16
2	51.00	75%	MHI	Single time	1.00	31.90	23.93	7.97
2		75%	MHI	Time and a half	2.00	95.70	71.78	23.92
<b>Total</b>					<b>19.75</b>	<b>855.13</b>	<b>750.48</b>	<b>104.65</b>
<b>Allowance Summary</b>								
		<b>Allowance code</b>	<b>Period</b>	<b>Discount Rate</b>	<b>Full Cost(£)</b>	<b>Discount(£)</b>	<b>Charge(£)</b>	
		UNSH	202001	50.00%	31.70	15.85	15.85	
<b>Total</b>					<b>31.70</b>	<b>15.85</b>	<b>15.85</b>	
<b>Summary</b>				<b>Total Full Cost</b>	<b>Hours Discount</b>	<b>Allowance discount</b>	<b>Discounted Charge</b>	
<b>Red Meat Slaughterhouse</b>								
Regulated Charges				886.83	750.48	15.85	120.50	
<b>Total for 1234 - Approved Premises</b>				<b>£829.60</b>			<b>£120.50</b>	

## Annex E – FSA privacy notice

The Food Standards Agency is what is known as the ‘Controller’ of the personal data provided to us.

### What information do we hold?

The personal information we may collect from you consists of: -

- Throughput information for your premises
- Names and addresses of sole traders and related billing information

### Where do we get this information from?

The Food Standards Agency obtains this information from the Food Business Operator.

### Disclosure of other people’s personal information

You should show this notice to anyone whose personal information you provide to us. You must make sure that any information you supply is accurate and that you have obtained their consent to use their data for the purpose set out in this privacy notice.

### Why do we need it?

We need to collect this information for the purpose of calculating accurate charges for meat controls. We will not collect any personal data from you which we do not need.

### What we do with it

We retain personal information only for as long as necessary to carry out this function, and in line with our retention policy. This means that this information will usually be retained for 6 years after the financial year end to which it relates, unless otherwise stated.

All the personal data we process is located on servers within the United Kingdom / European Union. Our cloud-based services have been procured through the government framework agreements and these services have been assessed against the national cyber security centre cloud security principles.

No third parties have access to your personal data unless the law allows them to do so. In line with this commitment your information may be passed to the National Audit Office if they request the information as part of their audit of FSA processes and other government departments as required in their regulatory duties.

## What are your rights?

You have a right to see the information we hold from you by making a request in writing to the email address below. If at any point you believe the information we process from you is incorrect you can request to have it corrected. If you wish to raise a complaint on how we have handled the personal data you have provided, you can contact our Data Protection Officer who will investigate the matter.

If you are not satisfied with our response or believe we are not processing the personal data, you have provided, in accordance with the law you can complain to the Information Commissioner's Office (ICO).

Our Data Protection Officer at the FSA is the Information Management and Security Team Leader who can be contacted at the following email address:

[informationmanagement@food.gov.uk](mailto:informationmanagement@food.gov.uk)