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## **Charges for Official Controls in Meat Premises**

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Implemented from  
30 March 2020

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## Summary

<b>Intended audience:</b>	This guidance is for: <ul style="list-style-type: none"> <li>• Food Business Operators of approved meat establishments</li> </ul>
<b>Which UK nations does this cover?</b>	This Guide covers England and Wales
<b>Purpose:</b>	This guidance informs readers how the FSA charges for the delivery of official controls in approved meat establishments.
<b>Legal status:</b>	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 official controls in meat premises, and how the charges are calculated.
<b>Key words</b>	<ul style="list-style-type: none"> <li>• Charges guide</li> <li>• Approved meat establishments</li> <li>• Meat official controls</li> <li>• Food Business Operator (FBO)</li> </ul>
<b>Review date</b>	This guidance will be reviewed before the start of the 2021/22 financial year.
<b>Sunset date</b>	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
1.0	March 2017	Annual revision	E Thornton
2.0	March 2018	Annual revision	E Thornton
3.0	March 2019	Annual revision	E Thornton
3.1	April 2019	Minor amendments	E Thornton
3.2	August 2019	Minor amendment to wording on an allowance	T Hurley
4.0	March 2020	Annual Review and amendments to reflect new and amending legislation	T Hurley
4.1	June 2020	Clarification of policy on late starts	T Hurley

### Changes from 2019 - 20 Charges Guide

- Update content for implementation of EU 2017/625 and supporting EU regulations
- Updated all references to EU from EC
- Updated domestic regulations at paragraph [7](#)
- Updated paragraph [67](#) with change to two sector banding
- Updated paragraph [91](#) and added paragraph [92](#) to clarify charges on short notice stand down
- Updated paragraph [107](#) with bank account name
- Updated the hourly charge rates at [Annex A](#)
- Updated monthly accounting timetable at [Annex B](#)
- Updated discount details at [Annex C](#)
- Updated example backing schedule at [Annex D](#)
- Updating of paragraphs [46](#) to [50](#)



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## **INTRODUCTION**

1. The Food Standards Agency (FSA) is a non-Ministerial Government Department. Its purpose in the area of meat hygiene is to deliver official controls in approved meat premises to protect public health, animal health and welfare. This is done through the proportionate enforcement of English, Welsh and 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. Official controls in Scotland are delivered by Food Standards Scotland, which charges for these controls.
4. Official controls in Northern Ireland are delivered by the Department of Agriculture, Environment and Rural Affairs on behalf of the Food Standards Agency.
5. This guidance does not place any legal requirements on FBOs. It explains the legal requirements that the FSA must comply with in charging for official controls in meat premises, and how the charging is calculated and carried out. Paragraph 101 explains how an FBO can keep their charges to a minimum.

## **WHY DOES THE FSA CHARGE FOR ITS SERVICES?**

6. The need for charges arises from two sources. These are:
  - the requirements under European law, and consequently also English and Welsh law, for charging FBOs for official controls (EU Regulated work) and;
  - a requirement by HM Treasury (“Managing Public Money” found at <https://www.gov.uk/government/publications/managing-public-money>) for the FSA to charge the appropriate customer for the functions provided.



## CHARGES REGULATIONS

7. The finance provisions that require FSA meat hygiene and animal welfare at slaughter charges (official controls charges) to be raised to FBOs are set out in Regulation (EU) 2017/625 and the Regulation 2017/625 package insofar as it and they apply to food, specifically, Articles 78- 85 of Regulation (EU) 2017/625 . Provisions for charging came into force in law across England and Wales, from 28 September 2009, and were amended December 2019 under the following regulations:
  - The Meat (Official Controls Charges) (England) Regulations 2009
  - The Meat (Official Controls Charges) (England) (Amendment) 2019
  - The Meat (Official Controls Charges) (Wales) Regulations 2009
  - The Meat (Official Controls Charges) (Wales) (Amendment) Regulations 2019
8. This means that the FSA must charge FBOs for the meat hygiene official controls that the FSA carries out and must calculate FBO charges in line with the requirements of those regulations.
9. The FSA may also make charges for facilities or services provided on request under the Food Standards Act 1999.
10. Full copies of all of these regulations are available on the internet at: [www.legislation.gov.uk/](http://www.legislation.gov.uk/). Within this document, the English and Welsh regulations are referred to as ‘the Charges Regulations’. A copy of Regulation (EU) No. 2017/625 (referred to in this document as ‘the EU Regulation’) about charges for official controls can be found at:

<https://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32017R0625&from=EN>

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

### Regulated work

11. The FSA carries out official controls at approved meat premises throughout England and Wales. This is sometimes referred to as ‘regulated work’. 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 the regulated work,

after deducting any discount. An example of this would be time spent on official controls, coded on the FSA time recording system and shown on FBO invoices as INSP, or official controls Audit time, shown on the FBO invoices as IAUD.

### **Non-Regulated work**

12. The FSA also makes separate charges to the meat industry for work that is not regulated by EU official controls law, for example export certification. For this 'non-regulated work', FSA charges are based on the time cost of carrying out the work, without any discount. An example of this would be time spent on the extra duties for internal movement documentation, export certification and verification of compliance with third country and EU Member State export requirements, coded on the FSA time recording system and shown on FBO invoices as HLVI.

### **Government and other customers**

13. Finally, 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.

## **HOW ARE FSA CHARGES CALCULATED?**

### **Overview**

14. 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 official controls for meat, for example operational support to frontline meat staff.
15. Support costs are calculated based on an activity-based costing model that has been subject to external audit.
16. For official controls (regulated work) there are three main elements that are used to determine FBOs' charges:
  - time based charges - detailed at paragraphs 23 to 62

- a discount to reduce the time cost charge - detailed at paragraphs 63 to 76
17. 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
18. For all operators, time-based charges are calculated subject to adjustments for discounts where applicable.
19. 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.
20. Time based charges for official 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.
21. Time based charges for non-regulated work, for example export certification, are calculated by multiplying the hours worked by the (non-regulated) charge-out rates for each grade of staff. No discount is applied and the charges are shown on the same invoice as for official controls.

## **TIME BASED CHARGES**

22. 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 official controls, by the appropriate hourly charge-out rate (see paragraphs 59 to 62). The FSA will charge FBOs for all of the hours specified in

their Statement of Resources (SOR) (see paragraphs 88 to 97) 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 77 to 81); 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 79 - 80).

23. 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.

24. 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 31 to 35; and
- overtime and other local staffing arrangements - see paragraphs 36 to 44.

### **Official Controls Audit**

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

26. 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 official 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 issues are identified in the course of these inspections, the FSA will charge the total hours of the UAI to the FBO concerned.

27. 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.
28. Where Auditors determine a site follow up visit is required to assess upon the status of the non-compliances these visits would be chargeable.

### **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. 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 time-based 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 official 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 official controls outside the FSA core hours of work: 6:30am to 6:00pm, shown on invoice backing schedules as UNSP.
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.

## **Overtime and other local staffing arrangements**

### **Contractual Overtime**

35. 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.
36. 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.
37. 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**

38. 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 customer for FSA staff.
39. A list of the recognised Bank Holidays and Public Holidays for England and Wales are available on <http://www.gov.uk/bank-holidays>

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

40. 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.

41. 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.
42. 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.
43. 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.

### **Facility Time**

44. 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**

45. 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**

46. When it is necessary to delay the start time for specific days, the FBO should advise the FSA manager as soon as possible.
47. 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.

48. 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.
49. 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.
50. 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.

### **Official Veterinarian (OV) work on export certification**

51. 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 non-regulated rates.
52. This work covers all extra duties, over and above the official controls required for the EU, an OV undertakes in order to provide the assurances needed for third country export. These include work for, and on, internal movement documentation, export certification and verification of third country and EU Member State requirements.
53. 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 non-regulated time spent will be charged at full cost and is subject to VAT. It appears on the FBO invoice as HLVI.
54. Work to verify third country and EU Member State export requirements, is carried out by FSA OVs and will be chargeable without VAT. It appears on the FBO invoice as HTCA.

### **Travel time**

55. 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 operator, but the cost is included in the hourly charge-out rates.

56. 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.
57. 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**

58. The FSA has charge-out rates for regulated work and non-regulated work. These rates are the same and they are calculated on the basis of the full costs, which are recoverable. For FSA time spent on meat official controls, the FBO's time-based charges will be calculated using the regulated set of rates with any relevant discount rates applied (see paragraphs 63 to 76). For FSA time spent on all other types of work, normally carried out at the FBO's request (for example, export certification), the FBO's time cost charges will be calculated using the non-regulated set of rates without any discount.
59. FSA charge-out rates are calculated each year and are made up of direct staff costs and overheads. Charge rates for allowances are also calculated each year. The details of these calculations can be found at: <https://www.food.gov.uk/business-guidance/charges-for-official-controls-in-meat-premises>
60. Changes to hourly charge-out rates for official 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.
61. The charge-out rates are included in this guide at [Annex A](#).

### **DISCOUNT ON OFFICIAL CONTROL CHARGES**

62. 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 official controls. More information about the Steering Group can be found at: <https://www.food.gov.uk/about-us/meat-charging-steering-group>

63. The discounts applied to regulated work 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 68 to 76).
64. When FBOs do not receive a discount, the charges will be based on the full cost charge rates.
65. Cutting premises sites will not receive any discount on hourly charge rates.
66. Allowances charged to FBOs will have a flat % discount applied as detailed in [Annex A](#).

### **Hours Discount Bands**

67. 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.
68. 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.
69. 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.
70. 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.

71. 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.
72. 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.
73. Any adjustments for a previous financial year will be calculated manually and separately from the current financial year, as a stand-alone transaction using discount data from the 12<sup>th</sup> month of the financial year to which it relates. Invoices or credits may be issued for adjustments as appropriate.
74. [Annex C](#) gives details of the discount bandings for 2020/21. 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.
75. 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**

76. This section sets out the circumstances when official controls charges to approved meat businesses would be waived under the time - based charging mechanism.
77. 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.

78. 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.
79. 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**

80. 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**

81. The Charges Regulations require all FBOs to supply the FSA with information to allow charges to be calculated. Throughput data is essential to calculate official 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](#).
82. As cutting premises are charged at full cost for carrying out regulated work, cutting plant FBOs are no longer required to submit cutting tonnage throughput information.
83. In slaughterhouses, on farm slaughter facilities and game-handling establishments (GHE), the numbers of each species slaughtered (and/or dressed/cut in respect of GHE) which are subject to official controls, will be entered online to the FSA throughput system by the on-site FSA representative.
84. 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.

85. 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.
86. 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)**

87. The Charges Regulations require the Food Business Operators 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 official 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.
88. 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.
89. 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.
90. 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.

91. 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.
92. 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 resource requested.
93. 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 that charges are higher than they otherwise need be.
94. 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 official 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**

95. 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.

96. 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.
97. Guidance on working with the FSA to develop a Statement of Resources and the appeal process can be found at <https://www.food.gov.uk/business-guidance/the-statement-of-resources-sor>

## **APPROVAL ADVISORY VISITS**

98. 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?**

99. 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 (06:30 to 18:00) 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 the best use of FSA resources.

## WHEN WILL FBOS GET THEIR FSA INVOICE?

### Invoices

100. 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, or following unannounced inspections. FBOs will also receive backing schedules, which provide additional details of the charges. These backing schedules contain a lot of 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.
101. 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.
102. 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).
103. 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 audits take place.

### Invoice adjustments

104. While the FSA makes every effort to include all of the charges on the monthly invoice, this is not always possible. This could happen because, for example, 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

105. 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

106. 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

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



By Internet banking or BACS, our account details are:

Bank Account Natwest  
Sort Code 60-70-80  
Account 10001441  
Account Name FOOD STDS PAYRL AC  
Reference "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**

108. 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.
109. 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 official controls (see paragraph 113).
110. If an FBO lodges a complaint under the FSA Complaints Procedure (see paragraph 114), 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 official controls**

111. If an FBO fails to pay for their official 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 official 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?**

112. 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. A copy of the complaints procedure is available from the FSA's website at: <https://www.food.gov.uk/contactconsumersfeedback/complaints-and-comments>

Please note that this is not to be used for appeals against the SOR, as there is a separate procedure available – see guidance at <https://www.food.gov.uk/business-guidance/the-statement-of-resources-sor>.

113. 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)

## ANNEX A – CHARGE RATES

### 2020/21 Charge Rates to Food Business Operators from 30 March 2020

Regulated Rates FSA time spent on Official Controls		Non-Regulated Rates	
	£		£
<b>Inspector</b>		<b>Inspector</b>	
Single time	<b>32.40</b>	Normal time	<b>32.40</b>
Time and a half	48.60	Time and a half	48.60
Double time / Bank Holiday	64.80	Double time / Bank Holiday	64.80
<b>OV</b>		<b>OV</b>	
Single time	<b>44.20</b>	Normal Time	<b>44.20</b>
Time and a half	66.30	Overtime Rate	66.30
Double time / Bank Holiday`	88.40	Double time / Bank Holiday	88.40

### Standard Allowance charges per person, per occurrence 2020/21

Allowance Code	Allowance Narrative	Charge before discount	Discount rate to be applied in 2020/21
CASL	Casualty slaughter call-out	£27.80	50%
HTIM/COVA	Weekend working as part of a normal working week	£90.35	50%
NGHT	Night shift	£35.65	50%
SHFT/UNSO	Shift working	£28.80	50%
UNSH/UNSP	Unsocial hours working	£15.70	50%

### Advisory Visit Fee - £302.40 + VAT

## ANNEX B – MONTHLY ACCOUNTING TIMETABLE

### FOOD STANDARDS AGENCY MONTHLY ACCOUNTING TIMETABLE 2020/21

The table with the week number and corresponding start and end dates

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



## ANNEX C – DISCOUNT RATES AND BANDS AND HIERARCHY OF HOURS

### *Annual Hours Bands and Discounts 2020/21*

Discount Band	Game Handling Establishment (upper hours)	Poultry Slaughter (upper hours)	Red Meat Slaughter (inc. On Farm SL) (upper hours)	Discount Rate
1	Up to 189	Up to 579	Up to 189	90%
2	189 - 801	579 – 1,683	189 - 801	75%
3	801 – 2,511	1,683 – 3,258	801 – 2,511	50%
4	2,511 – 6,654	3,258 – 6,030	2,511 – 6,654	30%
5	6,654 – 15,321	6,030 – 22,053	6,654 – 15,321	27%
6	More than 15,321	More than 22,053	More than 15,321	25%

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								
1234 - Approved Premises				Charges to 26 April 2020				
Name	Personnel Number	Activity	Week	Hours	Hourly Rate(£)	Full Cost Charge(£)		
<b>Red Meat Slaughterhouse</b>								
MHI Name	123456	INSP	202001	1.25				
MHI Name	123456	INSP	202002	1.25				
MHI Name	123456	INSP	202003	1.25				
MHI Name	123456	INSP	202004	1.00				
MHI Name	123456	INSP	202005	1.00				
<b>Total Regulated Charges for Grade MHI Normal Time</b>				<b>5.75</b>	<b>32.40</b>	<b>186.30</b>		
MHI Name	123456	INSP	202001	0.50				
MHI Name	123456	INSP	202002	0.25				
MHI Name	123456	INSP	202003	0.25				
MHI Name	123456	INSP	202004	0.50				
MHI Name	123456	INSP	202005	0.50				
<b>Total Regulated Charges for Grade MHI Overtime (Time and a half)</b>				<b>2.00</b>	<b>48.60</b>	<b>97.20</b>		
OV Name	1234	INSP	202001	1.50				
OV Name	1234	INSP	202002	2.50				
OV Name	1234	INSP	202003	3.00				
OV Name	1234	INSP	202004	3.00				
OV Name	1234	INSP	202005	2.00				
<b>Total Regulated Charges for Grade OV Normal Time</b>				<b>12.00</b>	<b>44.20</b>	<b>530.40</b>		
		Allowance Code	Period	No.of occurrences	Rate(£)	Full Cost charge(£)		
		UNSH	Apr 2020	1	15.70	15.70		
<b>Total Regulated Charges costs for Red Meat Slaughterhouse</b>				<b>19.75</b>		<b>829.60</b>		
<b>Discount Band Allocation</b>								
Band	Hrs Available	Discount Rate	Type of Staff	Time Rate	No of Hours	Full Cost Charge	Discount	Charge
<b>Red Meat Slaughterhouse</b>								
<b>Regulated Charges</b>								
1	15.75	90%	OV	Single time	12.00	530.40	477.36	53.04
1		90%	MHI	Single time	3.75	121.50	109.35	12.15
2	51.00	75%	MHI	Single time	2.00	64.80	48.60	16.20
2		75%	MHI	Time and a half	2.00	97.20	72.90	24.30
<b>Total</b>					<b>19.75</b>	<b>813.90</b>	<b>708.21</b>	<b>105.69</b>

<b>Allowance Summary</b>						
Allowance code	Period	Discount Rate	Full Cost(£)	Discount(£)	Charge(£)	
UNSH	202001	50.00%	15.70	7.85	7.85	
<b>Total</b>			<b>15.70</b>	<b>7.85</b>	<b>7.85</b>	
<b>Summary</b>						
		Total Full Cost	Hours Discount	Allowance discount	Discounted Charge	
<b>Red Meat Slaughterhouse</b>						
Regulated Charges		829.60	708.21	7.85	113.54	
<b>Total for 1234 - Approved Premises</b>		<b>£829.60</b>			<b>£113.54</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 official 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)