

APPLICATION FOR PLANT HEALTH EXPORTS AUDITED TRADERS SCHEME (PHEATS)



Before you start to complete this form you must read the PHEATS User Guide.

Please complete the form digitally or in BLOCK CAPITALS and send to pheats@apha.gov.uk. For all inquiries please contact your local PHSI regional office, which can be found on <https://www.gov.uk/government/organisations/animal-and-plant-health-agency/about/access-and-opening>

Data Protection : For information on how we handle personal data please go to www.gov.uk and search Animal and Plant Health Agency Personal Information Charter

Fees : For details please see <https://www.gov.uk/guidance/plant-health-controls#fees>.

PART I - APPLICANT DETAILS

1. Company name

2. Company client reference number (if known)

3. Address of Inspection Site

Post Code

4. Person Responsible

5. Email Address

6. Tel. number

7. Frequency of exports Daily Weekly Monthly Seasonally

8. Is your Biosecurity Control Management Plan attached? As per Appendix 1, parts A and B of the External User Guide. Yes No

This includes completion of the "Application for Official Registration" form; a list of potential commodities that will be exported, and to which countries, and the country the commodity has been received to the UK from; a plan of the expected days/time of scheme exports each week, detailed by commodity; a labelled site plan; and any conflicts of interest declared.

AN AGREEMENT BETWEEN
THE SECRETARY OF STATE FOR THE DEPARTMENT FOR ENVIRONMENT, FOOD AND RURAL AFFAIRS
AND
[INSERT NAME OF AUTHORISED BUSINESS]
AND
AUTHORISED PERSON(S)
AND
PERSON(S) RESPONSIBLE

RELATING TO THE AUTHORISATION AND PERFORMANCE OF INSPECTIONS FOR THE ISSUANCE OF PHYTOSANITARY CERTIFICATES

WHEREAS

- By Article 31(2) of the Official Controls Regulation (EU) (2017/625) (the Regulations) the Secretary of State is empowered to delegate certain tasks related to other official activities to one or more natural persons
- Pursuant to its common law powers, the Secretary of State is empowered to enter into an agreement with a body (Authorised Business) who will therein nominate an authorised person(s) (Authorised Person(s)) within its organisation to perform a function of the Department for Environment, Food and Rural Affairs (Defra) and a person(s) responsible (Person(s) Responsible) within its organisation to perform activities related to a function of Defra
- [Name of Business and registered address] is the Authorised Business for the purposes of this Agreement
- The Authorised Person(s) and the Person(s) Responsible are natural persons for the purposes of Article 31(2) of the Regulations
- The Secretary of State certifies that immediately before the coming into effect of this Agreement the function specified in this Agreement falls to be performed by or through Defra
- By this Agreement the Secretary of State authorises nominated officers and employees of the Authorised Business to carry out the function delegated under this Agreement as Authorised Person(s) and the activities related to that function as Person(s) Responsible

IT IS AGREED THAT

- By regulation 31(2) of the Regulations, the Secretary of State authorises:
 - the Authorised Person(s) to exercise one of his functions only in relation to the Plant Health Exports Audited Trader Scheme (PHEATS). That function is, to perform official export inspections for all goods eligible under the PHEATS (the Function).
 - the Person(s) Responsible to perform activities related to the Function, that is:
 - to act as a point of contact for Defra, for the purpose of any matter relating to this Agreement and the PHEATS, and
 - to ensure the overall management of the PHEATS (the Activities).

Regulation (EU) 2017/625 of the European Parliament and of the Council of 15 March 2017 on official controls and other official activities performed to ensure the application of food and feed law, rules on animal health and welfare, plant health and plant protection products, amending Regulations (EC) No 999/2001, (EC) No 396/2005, (EC) No 1069/2009, (EC) No 1107/2009, (EU) No 1151/2012, (EU) No 652/2014, (EU) 2016/429 and (EU) 2016/2031 of the European Parliament and of the Council, Council Regulations (EC) No 1/2005 and (EC) No 1099/2009 and Council Directives 98/58/EC, 1999/74/EC, 2007/43/EC, 2008/119/EC and 2008/120/EC, and repealing Regulations (EC) No 854/2004 and (EC) No 882/2004 of the European Parliament and of the Council, Council Directives 89/608/EEC, 89/662/EEC, 90/425/EEC, 91/496/EEC, 96/23/EC, 96/93/EC and 97/78/EC and Council Decision 92/438/EEC.

8. The exercise by the Authorised Person(s) of the Function, and the Person(s) Responsible of the Activities, is subject to:
 - a. successful completion of pest and disease, export application and inspection training and assessments, and refresher training where applicable.
 - b. competency in the implementation of the Biosecurity Control Management Plan (BCMP) referred to in the User Guide.
9. The exercise by the Authorised Person(s) of the Function, and the Person(s) Responsible of the Activities, is subject to any statutory restriction or limitation which would apply to its exercise by the Secretary of State.
10. Nothing in this agreement requires the Authorised Business, Authorised Person(s) or Person(s) Responsible to perform any function that would be incompatible with its general purpose as set out in the Regulations, the Plant Health Regulation (EU) 2016/2031 and the Official Controls (Plant Health and Genetically Modified Organisms) (England) Regulations 2019.
11. The Authorised Business shall:
 - a. ensure that the Authorised Person(s) and Person(s) Responsible are made aware of its obligations as set out in this Agreement and the User Guide as appended to this Agreement.
 - b. ensure that the Authorised Person(s) have undertaken training, and refresher training where applicable, and be able to demonstrate a competency, in export inspections.
 - c. produce, implement and monitor a BCMP and ensure the BCMP is implemented by the Authorised Person(s).
 - d. appoint a Person(s) Responsible within its organisation to perform the Activities.
 - e. ensure that the Person(s) Responsible have undertaken training, and refresher training where applicable, and be able to demonstrate a competency in the implementation of the BCMP.
 - f. retain, for a minimum of 3 years, any phytosanitary certificate issued under the PHEATS that is voided by the Authorised Person(s) in accordance with the BCMP, and make it available to Defra at any time.
 - g. make and retain accurate records and information for the purposes of implementing the BCMP and any records otherwise related to the PHEATS.
12. The Authorised Person(s) shall:
 - a. perform official export inspections for all goods eligible under the PHEATS.
 - b. keep accurate inspection records of all inspections.
 - c. void any phytosanitary certificate issued for a consignment under the PHEATS that is subsequently not exported.
 - d. undertake training, and refresher training where applicable, and be able to demonstrate a competency, in export inspections.
 - e. demonstrate a competency in the implementation of the BCMP and the training provided for the purposes of the PHEATS.
 - f. take appropriate steps to correct any non-conformities
13. The Person(s) Responsible shall:
 - a. act as a point of contact for Defra, for the purpose of any matter relating to this Agreement and the PHEATS.
 - b. undertake training, and refresher training where applicable.
 - c. be able to demonstrate a competency in the implementation of the BCMP and the training provided for the purposes of the PHEATS.
 - d. ensure that the BCMP is implemented effectively.
 - e. take appropriate steps to correct any non-conformities
14. The Authorised Business, Authorised Person(s) and Person(s) Responsible shall:
 - a. make documents and records available to Defra for review at any time.
 - b. provide access to registered sites to Defra when required.
 - c. keep all Confidential Information (all information, whether written or oral (however recorded), provided by Defra to the Authorised Business, Authorised Person(s) or Person(s) Responsible and which (i) is known by the Authorised Business, Authorised Person(s) or Person(s) Responsible to be confidential; (ii) is agreed by the Parties to be confidential or (iii) ought reasonably to be considered by the Authorised Business, Authorised Person(s) or Person(s) Responsible to be confidential) it receives confidential and secure;
 - d. not disclose, use or exploit Confidential Information without Defra's prior written consent, except for the purposes anticipated under this Agreement.
 - e. immediately notify Defra if it suspects unauthorised access, copying, use or disclosure of the Confidential Information.
15. The Authorised Business, Authorised Person(s) and Person(s) Responsible may disclose Confidential Information which it receives from Defra in any of the following instances:
 - a. where disclosure is required by applicable law, permitted in respect of an audit, or required by a court with the relevant jurisdiction if the recipient Party notifies the disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure;
 - b. if the Authorised Business already had the information without obligation of confidentiality before it was disclosed
 - c. if the information was given to it by a third party without obligation of confidentiality;
 - d. if the information was in the public domain at the time of the disclosure;
 - e. to its auditors or for the purposes of regulatory requirements;
 - f. on a confidential basis, to its professional advisers on a need-to-know basis;
 - g. to the Serious Fraud Office where the recipient Party has reasonable grounds to believe that the disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010.
16. The Authorised Business must take action to ensure that neither the Authorised Person(s) or the Person(s) Responsible nor any of its other staff, are placed in the position of an actual or potential conflict between the financial or personal duties of the Authorised Business or its staff and the duties owed to Defra under the Agreement, in the reasonable opinion of Defra.
17. The Authorised Business must promptly notify and provide details to Defra if a conflict of interest occurs or is expected to occur or if there are any matters that will inhibit the ability of the Authorised Person(s) or Person(s) Responsible to carry out its duties under this Agreement or the performance of the Function or the Activities impartially.
18. The Authorised Person(s) and Person(s) Responsible must act impartially and free from any actual or potential conflict between any of its other duties and the performance of the Function or the Activities under the Agreement, in the reasonable opinion of Defra.

19. The Authorised Person(s) and Person(s) Responsible must promptly notify and provide details to Defra if a conflict of interest occurs or is expected to occur or if there are any matters that will inhibit the ability of the Authorised Person(s) or Person(s) Responsible to carry out its duties under this Agreement or the performance of the Function or the Activities impartially.
20. Defra can terminate this Agreement immediately by giving notice in writing to the Authorised Business or take any steps it thinks are necessary where there is or may be an actual or potential conflict of interest. Defra can also terminate this Agreement immediately in the event that any critical non-conformity is identified that impacts the trust of Defra and its phytosanitary system.
21. The Authorised Business shall carry out the duties in accordance with the provisions of this Agreement, and as set out in the User Guide.
22. Except as otherwise provided in this Agreement, no further payments will be made to the Authorised Business (including for costs and expenses) incurred in complying with their obligations under this Agreement. The Authorised Business will remain liable for any losses or liabilities incurred or suffered by Defra due to their own or their employees' actions or omissions including exceeding their authority conferred, failing to perform any of the functions or for any other breaches under this Agreement.
23. No liability shall attach to Defra in respect of any loss or damage arising as a result of the issue or the contents of any phytosanitary certificate; or any delay in granting or failure to grant a certificate; or delayed or non-delivery of any documents. No guarantee is given by Defra that any certificate issued by an inspector from the Animal and Plant Health Agency will be accepted by the recipient country in respect of exports covered by the PHEATS.
24. The Authorised Person(s) to perform the Function and the Person(s) Responsible shall perform the Activities specified in this agreement extends to the performance of that function in relation to England only and, where the Function or the Activities extend to the territorial waters adjacent to England, to those waters.
25. This Agreement does not prevent the Secretary of State exercising any functions or powers to which this Agreement relates.
26. The Parties agree to adhere to all statutory requirements and best practice (including any relevant Governmental protocols such as the Ministerial and Civil Service Codes) and to comply with applicable laws and standards including any relevant procurement, data protection and freedom of information legislation.
27. This Agreement is to be reviewed:
 - a. monthly; and
 - b. whenever substantial changes occur to the policies, external relationships and structures of the Parties.
28. Any changes to this Agreement will only be effective if set out in writing and signed by both Parties.
29. It is the responsibility, in the first instance, of the agreement Representatives to attempt to resolve any dispute between the Parties arising out of or in connection with this agreement and, if no resolution is reached within a reasonable period of time, the dispute should be referred to the Plant Health and Seeds Inspectorate Appeals procedure referenced within the User Guide. If the Plant Health and Seeds Inspectorate is unable to resolve the dispute within a reasonable period of time, the dispute shall then be escalated to the Animal and Plant Health Agency for resolution.
30. For the purposes of this Agreement:

"Representatives" means the lead Representative of each Party (one to be provided by each Party), as follows:

 - Defra:
 - Business:
31. This Agreement may be terminated upon 2 weeks' notice or varied at any time by the written consent of both parties. Neither party may withhold this consent unreasonably.
32. On termination of this Agreement:
 - a. The Authorised Person(s) will no longer be authorised to perform the Function.
 - b. The Person(s) Responsible will no longer be able to perform the Activities.
 - c. The Authorised Business and the Authorised Person(s) will no longer be eligible to participate in the PHEATS.
 - d. The Authorised Business will be liable to pay any outstanding fees under the PHEATS, to Defra.
33. The Agreement does not create a partnership, joint venture or employment relationship between the Parties.
34. The Business cannot assign the Agreement, or any rights under it, without Defra's written consent.
35. This Agreement shall be governed by English Law.

Person Responsible

Signature	Date
Name in BLOCK CAPITALS	Position

This form must be signed by each Authorised Person as described in the PHEATS User Guide. If more space is required please attach an additional sheet

Authorised Person - 1

Signature	Date
Name in BLOCK CAPITALS	Position

Authorised Person - 2

Signature	Date
Name in BLOCK CAPITALS	Position

Authorised Person - 3

Signature	Date
Name in BLOCK CAPITALS	Position

Authorised Person - 4

Signature	Date
Name in BLOCK CAPITALS	Position