

## Farm Environment Plan Certifier/Certified Farm Nutrient Advisor Terms of Agreement for operation in the Greater Wellington Region

### 1.0 Background

- 1.1 This Terms of Agreement sets out the standards required from all Farm Environment Plan Certifiers and Certified Farm Nutrient Advisors when they are engaging, in their professional capacity, with Clients and third parties. This document stipulates the minimum ethical conduct expected and is not exhaustive.
- 1.2 All Farm Environment Plan Certifiers and Certified Farm Nutrient Advisors agree to be bound by the Terms of Agreement for operation in the Greater Wellington Region.

### 2.0 Definitions

- 2.1 In the interpretation of this document the following definitions apply:

*Farm Environment Plan Certifier* means a means a person that is approved by the Chief Executive of Greater Wellington as meeting the certification requirements criteria and is registered on the Greater Wellington website as a Certified Farm Environment Planner.

*Certified Farm Nutrient Advisor* means a person who has been approved by the Chief Executive of Greater Wellington as meeting the certification requirements criteria to undertake farm-scale nutrient loss risk assessment.

*Certifier* means a Farm Environment Plan Certifier or a Certified Farm Nutrient Advisor

*CFEP* means a Certified Farm Environment Plan as defined by Greater Wellington Regional Council

*Client* means a person or entity who engages a Certifier to provide professional services.

*GWRC* means Greater Wellington Regional Council

### 3.0 Standard required of Farm Environment Plan Certifiers and Certified Farm Nutrient Advisor

3.1 Certifiers will, always act with integrity, professionalism, and objectivity and will follow industry agreed Good Management Practice standards..

3.2 Certifiers will use the GWRC supplied Certification Letter Template when supplying a certified FEP to GWRC.

3.3 Certifiers will engage with the GWRC-Industry group (administered by GW staff) and attend meetings of the group as reasonably achievable.

#### Competence

3.4 A Certifier must exercise an appropriate level of skill, care, competence, and diligence always.

3.5 A Certifier will not accept instructions or provide advice unless they have the required competence, skills, and experience.

3.6 Certifiers will act promptly and efficiently when rendering services to Clients. Certifiers will complete the farm plan service in a timely way as agreed by the clients to assist clients to meet the relevant priority catchment timeframes in the Natural Resource Plan for the Wellington Region (Rule R110).

#### Good faith

3.7 Certifiers must act in good faith and deal fairly and respectfully with Clients and all third parties engaged in a matter.

3.8 Certifiers must not do anything to injure or bring into disrepute, directly or indirectly, the reputation, prospects, or business of any other Certifier or GWRC.

#### Integrity

3.9 A Certifier must not mislead or provide false information or advice to any Client or third party.

3.10 Certifiers will not accept payment or favours from any party where that payment or favour may affect any professional relationship or the integrity of any work the Certifier is carrying out.

#### Conflict of Interest

3.11 Certifiers will identify any actual or potential conflicts of interest when undertaking their professional duties. Where a conflict arises, or could arise, the Certifier will immediately disclose the relevant facts to the Client and, where appropriate, advise the Client to take independent advice or to engage another Certifier. A Certifier will only accept instructions where such conflict or potential conflict has been identified, after all interested

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parties are made aware of the conflict and if all interested parties consent to the Certifier continuing.

3.12 A Certifier must not engage in any professional activity where that activity would or could reasonably be expected to compromise the discharge of the Certifier's obligations.

3.13 A Certifier will not allow the performance of their professional duties to be improperly influenced by the needs or preferences of any party.

#### Confidentiality

3.14 Certifiers must always maintain an appropriate level of confidentiality.

3.15 Certifiers will not disclose any confidential information that belongs to GWRC or any Client without the prior written consent of the relevant party.

3.16 A Certifier must not use information that is confidential to any Client or GWRC for the benefit of the Certifier or any other person.

#### Reporting Misconduct

3.17 A Certifier who suspects or knows another Certifier is breaching the terms of this document must report the breach to GWRC. GWRC's website sets out the procedure for reporting a breach and provides a complaint form for completion.

[www.gw.govt.nz/farmplans](http://www.gw.govt.nz/farmplans)

#### Information

3.18 This Terms of Agreement will always be available on GWRC's website. A Certifier must notify all Clients of the existence and location of this document prior to entering any contractual arrangement with them.

#### Fees

3.19 Certifiers will charge fees which are reasonable in the circumstances. When calculating a fee the Certifier may consider, but is not limited to, consideration of the:

(b) Time spent on the matter,

(c) Complexity of the issues involved,

(c) Available public information provided by GWRC to assist the development of planning products, where the development of new information warrants higher fees than the use of existing public information.

#### Advertising

3.20 All advertising must be truthful, accurately represent the skills and competencies of the Certifier.

3.21 Any advertising by a Certifier must not reflect adversely or untruthfully on other Certifiers or GWRC.

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#### 4.0 Suspension and Termination, and Voluntary Withdrawal of Certification

4.1 GWRC may suspend the certification of a Certifier with immediate effect by notifying the Certifier, should any breach of the Terms occur.

4.2 A Certifier may voluntarily terminate their certification by giving one month's written notice to GWRC.

4.3 GWRC may terminate the certification of a Certifier by giving written notice. Prior to any termination occurring GWRC will ensure that a fair process has been followed for:

- Considering any alleged misconduct of a Certifier,
- Ascertaining relevant information relating to alleged misconduct of a Certifier, including giving the Certifier in question the opportunity to respond,
- Making a draft decision,
- Providing the Certifier an opportunity to respond to the draft decision.

4.4 If at any time a Certifiers certification is suspended, withdrawn, cancelled or otherwise comes to an end, they must, within five working days of receiving notice of such suspension, termination, expiry, withdrawing or withdrawal of the certification, notify any Clients who they are engaged with in the development of a CFEP.