



Service Level Agreement (SLA)

Between

HSE Chemicals Regulation Division (HSE)

and

**Rural Payments Agency, Horticultural Marketing Inspectorate
(RPA/HMI)**

for

The Pesticide Residue Surveillance Programme 2018 - 2020

Glossary of Terms

PPB	Pesticide Policy Branch
Defra	Department for Environment, Food and Rural Affairs
EIR	Environmental Information Regulations 2004
FOIA	Freedom of Information Act 2000
RPA/HMI	Rural Payments Agency, Horticultural Marketing Inspectorate
PRiF	Expert Committee on Pesticide Residues in Food
HSE	HSE Chemicals Regulation Division
RFI	Request for Information
SIS1	Sample Information Sheet Form
SLA	Service Level Agreement

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Part A – Standard Terms

1) Parties

- 1.1 The parties to the SLA are the HSE Chemicals Regulation Division (HSE) and the Rural Payments Agency, Horticultural Marketing Inspectorate (RPA/HMI). It is not intended that this agreement creates legally enforceable obligations on or for the benefit of either party.
- 1.2 Any reference to a public organisation in the SLA shall be deemed to include a reference to any successor to such a public organisation or any organisation or entity which has taken over all or part of the functions and responsibilities of such public organisation.

2) Purpose

- 2.1 The purpose of the SLA is to record the arrangements made between HSE and the RPA Horticultural Marketing Inspectorate (RPA/HMI) for the provision of services agreed and to define any responsibilities of the parties within the SLA.

3) Objectives

- 3.1 To ensure that the targets for the collection of samples are administered efficiently and effectively and operated within the guidance given in the RPA/HMI Work Plan (2018).

4) Services

- 4.1 The RPA/HMI will provide service to HSE for the collection and arrangement of transportation of samples of agreed produce. HSE will pay the courier costs.
- 4.2 RPA/HMI will support any criminal investigations or civil proceedings instigated by HSE in relation to the schemes covered by this SLA and any subsequent criminal proceedings. In this respect RPA/HMI will provide witness statements and any other relevant information to support any criminal investigations or civil proceedings instigated by HSE in relation to the schemes covered by this SLA and any subsequent criminal proceedings.

5) Financial Arrangements

- 5.1 The services provided by the RPA/HMI will be charged at a rate of £93 per sample inspection, with an agreed total of 516 sample inspections. The total cost will be divided into four equal amounts to be invoiced quarterly. The RPA/HMI will raise an invoice each quarter (March, June, September, December) and HSE will pay these invoices in accordance with RPA/HMI's payment terms.
- 5.2 Courier costs will be met by HSE by payment of valid invoices from the courier within 30 days of receipt.
- 5.2 If a sample has to be rejected due to an error by an RPA/HMI inspector, RPA/HMI will carry out a repeat inspection without additional charge, or as negotiated with HSE.
- 5.3 If a sample has to be rejected for any other reason HSE may ask for an additional sample inspection at the standard rate.

- 5.4 The resourcing of any additional work outside the current arrangements will be discussed and the charging arrangements agreed between both parties before the date of implementation.
- 5.5 The costs and related resources, services, information requirements and targets will be reviewed jointly by the RPA/HMI and HSE quarterly by correspondence.

6) Performance Indicators and Quality Control

6.1 RPA/HMI will:

- Collect at least 98% of the 516 samples programmed.
- Report on first day of April every year and on three monthly calendar intervals thereafter on performance against these targets to HSE sampling co-ordinator.

6.2 HSE will:

- Give feedback to the RPA/HMI sampling co-ordinator explaining why a sample has to be rejected within 2 days of being notified by the relevant laboratory
- Update RPA/HMI about any correspondence concerning a sample they have taken which may lead to queries from the supplier within 24 hours of receipt of the said query being received by HSE.
- Provide speakers at RPA/HMI conferences/training events if invited, and otherwise support RPA/HMI in this work when requested.

7) Duration of the SLA

- 7.1 This SLA will commence on 1 January 2018 and will terminate on 31 December 2020. Any in-year changes or amendments made by mutual agreement will be dealt with via a written SLA Change Note. The agreement will be reviewed regularly, with one mid-year meeting each calendar year at the end of the Expert Committee on Pesticide Residues in Food (PRiF) second quarter reporting period (30 June) each year, by the designated RPA representative and a HSE representative from the Pesticide Policy Branch (PPB). The Work Plan will be reviewed and updated each year by the designated RPA representative and an HSE representative from the Pesticide Policy Branch (PPB).

8) Variation to the SLA

- 8.1 Either party may request a variation in the services set out in Part B of the SLA with changes in priorities being proposed, considered and agreed. Where urgent or major changes are required, each party will do its utmost to give the other reasonable notice and to respond as quickly as possible within any agreed deadline.
- 8.2 Unless otherwise agreed, any changes or amendments made by mutual agreement will be dealt with via a written SLA Change Note between the Parties but shall be deemed to be incorporated into this agreement on the date so specified when accepted by the Parties.

- 8.3 Any telephone request concerning additional or changed services to be carried out must be followed up by written confirmation within 7 working days. On receipt of such a request RPA/HMI will provide an estimate of the financial, human and other resources necessary to meet the request and give an indication of the potential source(s) of the human or other resources and estimated timetable. RPA/HMI shall confirm to HSE in writing that any change/additional service has been implemented within 7 working days of the changes taking place.
- 8.4 RPA/HMI shall not assign or sub-contract any of the services under Part B of the SLA to third parties without the prior written consent of HSE. Any delegation of the technical services provided in Part B, to outside bodies will be conditional upon the ability of these bodies to demonstrate full compliance with the responsibilities and obligations set out in the SLA

9) Freedom of Information

- 9.1 The Parties shall assist and cooperate with each other (at their own expense) to enable a Party to comply with its obligations under the FOIA, or EIR. If either Party receives a Request for Information ('RFI') in relation to information which it is holding on behalf of the other Party pursuant to the FOIA,

it shall:

- (a) transfer the RFI to the other Party as soon as practicable and in any event within TWO working days of receipt;
 - (b) provide the other Party with a copy of all information in its possession in the form that the other party requires within FIVE working days (or such other period as the other Party may specify) of the other Party's request; and
 - (c) provide all necessary assistance as reasonably requested by the other Party to enable the other Party to respond to the RFI within the time for compliance set out in section 10 of the FOIA (or regulation 5 of the EIR).
- 9.2 If either Party receives a RFI which relates to the SLA, it shall inform the other Party in writing of the RFI as soon as is practicable and in any event within TWO working days of receiving the RFI.
- 9.3 If either Party determines that information (including confidential information) must be disclosed to a third party pursuant to paragraph 17.4, it shall notify the other Party in writing of that decision at least TWO working days before disclosure.
- 9.4 Each Party shall be responsible for determining at its absolute discretion whether any information it holds is to be disclosed by it to a third party in response to a RFI or is exempt from disclosure under the FOIA or EIR.
- 9.5 Each Party acknowledges that the other Party may be obliged to disclose information it holds under the FOIA or EIR without consulting with the other Party or following consultation with the other Party and having taken its views into account.

- 9.6 Both parties shall take such appropriate and technical and organizational measures as are necessary to comply with the seventh data protection principle as provided by Part 1 of the Data Protection Act 1998 to protect against unauthorized or unlawful processing of personal data (as defined in section 1 (1) of the Data Protection Act 1998) and against accidental loss or destruction of, or damage to, personal data.

10) Termination of the SLA

- 10.1 Either party can elect to terminate the SLA and shall do so by giving a minimum six months' notice in writing unless both parties can agree a shorter period. In such cases, the party intending to terminate the agreement, will in advance of such notice, offer a meeting to discuss the arrangements for termination. That party will be required to give the other party reasonable notice, in writing, of the date of the proposed meeting (normally, at least 28 days).
- 10.2 The parties shall continue to comply with their obligations under the SLA during the period following any notice of termination until this agreement shall be terminated.

As Witnessed at the Hands of the Parties

11) Signatories to the SLA

IN WITNESS WHEREOF THIS SERVICE LEVEL AGREEMENT HAS BEEN AGREED :

Signature _____

Name in Capitals _____

Position Procurement Manager

Date _____

Duly authorised to sign on behalf of:

HEALTH AND SAFETY EXECUTIVE

Procurement Unit, Building 6.4, Redgrave Court, Merton Road, Bootle, Merseyside L20 7HS

Signature _____

Name in Capitals _____

Position _____

Date _____

Duly authorised to sign on behalf of:

RURAL PAYMENTS AGENCY

Horticultural Marketing Inspectorate, Rural Payments Agency, North Gate House, 21-23 Valpy Street, Reading, RG1 1AF

Pesticide Residues Monitoring

RPA/HMI Sampling Protocol

2018

**Aubergine
Beans with pods
Chinese cabbage
Ginger
Grapes
Okra
Sweet peppers
Soft citrus
Speciality vegetables**

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Where to Collect Samples

Samples should be taken from various points in the supply chain as detailed in Annex A2.

(1) Ports/import point: Samples should ideally be taken from a port but where this is not possible the first inland point of arrival is acceptable.

Definition of imported produce:

For PRiF monitoring, imported produce is defined as originating from anywhere outside the UK. EU produce is therefore defined as imported.

(2) Distribution depots: To include both general distribution depots which distribute to all sectors of the trade and supermarket distribution depots which distribute to retail outlets.

Pesticide Analysis

The laboratory will analyse the samples you collect for a suite of pesticides. For certain pesticides, the analysis will start the day the sample is received.

Timing of sampling

HSE will identify follow-up sampling required on the basis of results received through the year. The details will be agreed between HSE and the RPA/HMI sampling co-ordinator before such sampling is commissioned.

Otherwise samples must be collected and sent to the relevant laboratory on the designated sampling dates that are set out in Annex A1. These are the days that the laboratory is set up to receive the samples. If you send samples on any other day, unless you have been specifically instructed to, they may be rejected.

Sampling days for Aubergine and Chinese cabbage: Aubergines and Chinese cabbages should only be collected on the first sampling day of the month. However if this is not possible the second can be used in exceptional circumstances in which case please inform Rachel Merrick (02030 281222) who will inform SASA.

Inspectors should make every effort to collect samples on the first sampling day of every month. The 2018 sampling schedule is given at Annex A2, which outlines the number of samples required of each type and from each point in the supply chain each month.

Distribution of samples

Annex A2 gives the number of samples required from each point of distribution (e.g. wholesaler, import point). Within these constraints the selection of premises is at the discretion of the relevant RPA/HMI project manager. A range of growers, wholesalers, ports/import points and distribution centres should be visited. Each visit should be made depending on local knowledge.

Taking Samples

Your visit

All visits should be unannounced and the purpose of the visit made clear. Surveillance officers have the power to enter premises for the purpose of collecting samples under the Food and Environment Protection Act 1985 and no visit should reasonably be refused.

You must carry your HSE warrant, a copy of the relevant section of legislation and the explanatory letter at Annex B. You must make sure you have sufficient sampling bags, labels and SIS1 forms.

Notifying site management

You are responsible for informing the manager of the purpose of the sample collection and under what legislation their goods are to be seized. You must produce your HSE warrant card and an explanatory letter (see Annex B) which explains why the sampling is taking place and your authority to do so. State:

- your full name
- the function and grounds for sampling.

For the purposes of residue sampling the:

- Function: Collect a sample of fruit and vegetables and information about their source.
- Grounds: The UK Government is required to take representative samples of food to test for pesticide residues.

As samples are collected under the authority of the Food and Environment Protection Act 1985 no payment is necessary for produce seized.

What to do if the site manager refuses to allow you to collect a sample

Occasionally site management may refuse to allow a sample to be taken. If this happens you should explain about the residues monitoring programme and of your statutory powers to take samples, backed up by the explanatory letter. Mention that the size of the sample is the minimum amount required by law to allow the pesticide analysis.

If the trader still refuses to co-operate, you must advise them that the matter will be immediately referred back to HSE. You must then contact Mark Buckle (RPA/HMI Project Co-ordinator or Joanna Anderson in his absence), by telephone, followed up by email providing the following details:

- Exact location of inspection
- Date and time of visit.
- Confirmation that you produced your warrant card and provided a copy of the explanatory letter.
- Name, telephone number and full trading address of the trader and the identity/position of the individual refusing to co-operate.
- Details of the incident.
- This information must also be copied to Rachel Merrick (HSE). If Mark Buckle or Joanna Anderson are not available, then contact Rachel directly and copy to Mark and Jo. See Annex D for contact details.

Sample collection

You should avoid taking samples from lots that you know have already been submitted for residue testing under EC Regulation 669/2009.

Collecting a Random Sample

Samples should be taken from the lot in accordance with EC Sampling Directive 2002/63/EC which requires that a random sample must be taken. A lot is defined as quantity of a food delivered at one time that has same: origin, producer, variety, packer, type of packing, markings.

The table states how many points within the lot to take the sample from depending on the estimated weight of the lot. *Table 1:*

Weight of lot (kg)	No of points in lot
Less than 50	3
50 -500	5
Over 500	10

Example: *a lot of apples weighs 250 kg. You need to collect a minimum of 12 apples from 5 different places in the lot such as various layers in the crate, to make up the sample weight of 1.2 kg. Where safety, phytosanitary or other practical issues mean that you cannot access certain points of the lot you a description of the situation and your chosen sampling strategy should be recorded on the SIS1 form.*

- Ensure your hands are clean prior to sampling to avoid any contamination.
- Do not wear rubber (latex) gloves to collect the sample as they could affect the results of the analysis. However non-rubber gloves may be worn providing they are powder-free.
- All samples must be fresh and unprocessed.
- The units making up each sample must be of the same variety, from the same source and batch. Mixed samples are not acceptable.
- Samples must be in good condition with no evidence of deterioration, rotting or moulds.

Country of origin

Correct countries of origin for all samples must be identified and recorded. **If the country of origin is unknown, another sample of known origin should be obtained.** If this is not possible then it is especially important to record any EC number shown. Any sample with no information to trace its origin will be rejected at the laboratory.

Sample size and make-up

All samples must be of the minimum weight and made up of a minimum number of individual units as shown in Annex A2

Samples which are underweight, or do not contain enough units, will be rejected at the laboratory.

Completion of Sampling Form SIS1

HSE and/or the laboratory will reject samples where the SIS1 form is not correct or complete. Important points are highlighted below.

Top of form

- Make sure the sample number ends in 2018. Use of forms from previous years is not acceptable and will lead to rejection.
- Make sure that it is clear that the sample was taken by RPA/HMI by circling “HMI” at the top of the form. This will ensure that the correct copy is returned to the right sample collection organisation.

Sampler details

- ‘Region / Subzone’: full or abbreviated Regional title (i.e. North East & Cambridge (NEC), North West & Wales (NWW), Eastern (E), Southern Counties & East London (SCEL) and South West, South Coast & West London (SWSCWL).
- “Name of city/town/office”: Your office location.
- “Sampler ID/ref.no/Name: Your name.

Where and when sampled

- You must complete all the sections.
- Note that the name and address required here is that of the business from where you took the sample.
- Samples acquired at freight depots, premises of hauliers or air freight handlers; when acquiring samples at the above can you please endeavour to provide the details of the UK importer/owner of the product to enable HSE to contact them if necessary. This information should be entered in the “Further details” section of the form. The UK importer/owner is responsible for complying with MRL rules, HSE cannot follow-up issues with companies outside the UK.

About the sample

In the section “Name address of manufacturer/packer on label/packaging”: enter

- The lot or batch number if present and
- the name and address of the company/legal person responsible for placing the food on the market and/or supplying the food to the current owner or holder (such as packer). Do not enter grower details unless they also fit this description.
- Also enter details of the consignment/package from which the sample was taken e.g. sample taken from a 6kg carton. This traceability information should be present as a matter of food safety law.

The section “Country of origin” must be completed. If this box is not completed the sample will be rejected. It is possible that an imported sample may have been repacked in the UK, and it is not acceptable for HSE to publish details of the origin of produce without being quite certain that the origin was correctly recorded at the time of sampling.

The section “**Further details**”:

- The name of the person ordering TNT collection and the TNT reference number.
- Any other relevant information can be entered too, such as grower details and organic registration numbers.
- If a sample from a general distribution depot is destined for a supermarket please name the supermarket here.
- For samples obtained at freight depots, air freight handlers, hauliers; enter the identity of the owner/importer.
- Any information about your sampling strategy where you were not able to access all of a lot.
- Where a sample has been provided by a major multiple depot include any other available packer details such as name, address and reference numbers to allow the company to start trace-back measures immediately.

What to do with the form

Make sure you have thoroughly completed the form. Only very minor and obvious corrections (such as filling in missing postcodes) can be made after this point.

- The **back copy (blue)** of the SIS1 form should be given to the owner of the supplying business, or owner of the produce (whichever applies) at the time of sampling. Significant information cannot be added to the form after this point. Changes in e.g. company names, description or country of origin details between the blue copy and other versions are enough to bring authenticity of the sample or the competence or integrity of the sampler into question.
- The **top three copies (white, yellow and pink)** of the SIS1 form must be sealed in a separate polythene bag and enclosed in the same parcel with, or securely attached to, the sample.
- The **4th copy (green)** should be retained by the sampling officer at their office. (Note when the lab receives the 3 copies of the form, it will keep one for its records and send 2 back to HSE, HSE will then send the 2nd copy (yellow) back to Kathy Flanagan as a final check).

It is essential that the integrity of the sample is maintained and that the sampling officer can account for its progress to the laboratory. The sample number should be used for continuity and, where possible, the sampling officer should pack and despatch the sample without handing it to another person. The delivery to the relevant laboratory should be recorded with the sample number appearing on the paperwork.

Wherever practical, sampling should be timed, so those samples arrive at the laboratory on the scheduled day (see Annex A1) during office hours (between 10am and 4pm). Use the “12:00 Express” service. If this is not possible, the relevant laboratory should be notified.

Storage of samples

You may need to store the bagged sample(s) for a short length of time before they are sent to the laboratory. You must avoid any possibility of the sample being contaminated by storing them away from other produce, pesticides, rubber products and any other source of contamination.

Packaging the Sample

Samples must be transported in accordance with these instructions:

- The sample bag must be numbered, with the corresponding number from the sample information sheet (SIS1).
- The form should be placed in a plastic bag within the sample bag.
- Samples of loose produce must be put in clean polythene bags; bags must be tied securely, and stored separately from each other.
- The bags or boxes of samples should then be packed in very strong (double-walled), clean, un-used cardboard boxes, sealed and securely labelled.
- The packages of individual samples must be protected from damage in transit e.g. by plenty of bubble polythene or polystyrene chips, and packed so as to ensure that the samples are not in contact with each other. This is particularly important as your consignments contain fruit.
- The sample must be delivered to the laboratory as soon as practicable. Pesticide residues can degrade rapidly and samples should be delivered by rapid carrier (recorded courier service is preferable), to arrive at the relevant laboratory on the day after sampling.
- Contamination and deterioration of samples must be prevented at all stages, because they may affect the analytical results.
- Spoilage in transit must be avoided; therefore the samples should be kept cool but without generating excessive condensation within the bag (i.e. the samples should not be too hot or too cold).
- Boxes must be packed carefully with the lighter samples at the top and the heavier samples at the bottom. Clearly label the box to ensure that they are kept the right way up in transit.

Transport of Samples

Ensure boxes are clearly labelled with the name and address of the laboratory.

Send samples of **BEANS WITH PODS, GINGER, GRAPES, OKRA, SWEET PEPPERS
SOFT CITRUS** and **SPECIALITY VEGETABLES** to:

Fera Science Ltd (FERA)
Sand Hutton
York
YO41 1LZ
Tel: 01904 462000 ext 3409 Fax: 01904 462111

Mark the box for the attention of **Daniel Kneale**.

Send samples of **AUBERGINE** and **CHINESE CABBAGE** to:

SASA
Roddinglaw Road
Edinburgh
EH12 9FJ
Tel: 0131 244 4038

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Mark the box for the attention of **Kirsty Reid**.

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Reporting

The RPA/HMI Project Manager (Mark Buckle) is responsible for reporting the progress of sampling to the HSE Sampling Co-ordinator (Rachel Merrick) at quarterly intervals (this is necessary to allow the programme to be monitored and reviewed). This will involve Mark Buckle completing the spreadsheet at Annex A2 and submitting this to Rachel Merrick

Courier Contact Details

The courier is TNT. To contact the nearest TNT branch ring 0800 777 222 or call the national number 0800 100 600. The account reference number, which must be quoted at the time of collection, is: 2001431732.

Please explain that the samples are a 'carriage forward' consignment and state where the consignment is to be picked up from and that it is for delivery to FERA or SASA the next day between 10:00 & 16:00. If delivery will be outside these hours please inform the laboratory (contact details in Annex D).

Samples must be sent using the TNT "12:00 Express" Service.

If you experience problems with the courier service please contact HSE (see Annex D).

RPA have contingency arrangements for using an alternative courier should TNT's service not be available. This should only be used if specifically authorised by the HMI Project Manager or Deputy.

Contacts

Should you have any difficulties during the sampling period or require advice, a list of contacts is at Annex D.

Annex A1

RPA/HMI Surveillance Programme: Sampling Dates 2018

Samples should be collected and despatched to the laboratories on the following dates.

Month	First sampling day	Second sampling day
Jan	23-Jan	30-Jan
Feb	06-Feb	20-Feb
Mar	06-Mar	20-Mar
Apr	10-Apr	24-Apr
May	01-May	22-May
Jun	05-Jun	19-Jun
Jul	03-Jul	17-Jul
Aug	07-Aug	21-Aug
Sep	04-Sep	18-Sep
Oct	02-Oct	16-Oct
Nov	06-Nov	20-Nov
Dec	27-Nov	04-Dec

Samples for SASA

Aubergines and Chinese cabbage should only be collected on the first sampling day of the month. However if this is not possible the second can be used in exceptional circumstances in which case please inform Rachel Merrick (02030 281222) who will inform SASA.

Otherwise make every effort to collect samples on the first sampling day of every month, and collect missed samples on the second sampling day.

Annex A2

Aubergine

A sample of full size aubergine must be made up of at least 6 aubergines and weight at least 2.2 kg.

For mini or baby aubergines a sample must weigh at least 1.2 kg

Sample numbers	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sept	Oct	Nov	Dec	Total
Port/Import point		1	1	1	1	1	1	1	1	1			
Wholesalers/ secondary wholesalers/cash & carry	2	2	1	2	2	2	1	2	1	2	2	2	
Distribution depots	2	1	2	1	1	1	2	1	2	1	2	2	
TOTAL	4	4	4	4	4	4	4	4	4	4	4	4	48

Beans with Pods (speciality beans)

A sample of beans is made up of at least 12 beans and must weigh at least 1.2 kg.

All units within the batch must be the same type.

Any variety is acceptable. Including:

- Speciality beans: Yard long, guar/gwar/guwar, lima, valore. Not mongra/mungra beans.

Sample numbers	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sept	Oct	Nov	Dec	Total
Port/Import point	1		1		1	1	1			1	1		
Wholesalers/ secondary wholesalers/cash & carry	2	2	2	3	2	2	2	2	3	2	2	2	
Distribution depots	1	2	1	1	1	1	1	2	1	1	1	2	
TOTAL	4	4	4	4	4	4	4	4	4	4	4	4	48

Chinese cabbage

All samples must weigh at least 1.2 kg

Samples can be any Chinese cabbage which can include:

- pak choi,
- Tatsoi,
- bok choi / bok choy,
- Choy Sum,
- kai lan,
- kai choi,
- gai choy
- Chinese mustard cabbage
- Chinese mustard greens
- Pak Kwang Tung.

Sample numbers	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Port/Import point					1	2	1	1	1				
Wholesalers/ secondary wholesalers/cash & carry				2	2	1	1	1	2				
Distribution depots				2	1	1	2	2	1				
TOTAL	0	0	0	4	4	4	4	4	4	0	0	0	24

Ginger

All samples must weigh at least 500 g

Sample numbers	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Port/Import point							1	1	1	2	1		
Wholesalers/ secondary wholesalers/cash & carry							2	1	2	1	2	2	
Distribution depots							1	2	1	1	1	2	
TOTAL	0	0	0	0	0	0	4	4	4	4	4	4	24

Grapes

All samples must consist of at least 5 bunches, weighing at least 2 kg. Each sample must consist of the same variety. These may be with or without seeds, but samples must not be mixed.

Sample numbers	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sept	Oct	Nov	Dec	Total
Port/Import point	2	2	4	4	4	4	4	4	4	4	2	2	
Wholesalers/ secondary wholesalers/cash & carry	2	2	4	4	4	4	4	4	4	4	2	2	
Distribution depots	2	2	4	4	4	4	4	4	4	4	2	2	
TOTAL	6	6	12	12	12	12	12	12	12	12	6	6	120

Okra

A sample of okra must weigh at least 1.2 kg.

Sample numbers	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sept	Oct	Nov	Dec	Total
Port/ Import point	1		1	1		1	1	1			1		
Wholesalers/ secondary wholesalers/cash & carry	3	3	2	2	2	2	2	2	2	2	3	2	
Distribution depots	1	2	1	2	2	2	1	2	2	2	1	2	
TOTAL	5	5	4	5	4	5	4	5	4	4	5	4	54

Sweet Peppers

All samples must weight 1.2 kg and be at least 12 units

Any pepper such as bell, pointed or baby. No chilli peppers

Sample numbers	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sept	Oct	Nov	Dec	Total
Port/Import point	2	2	2	2	2	2	2	2	2	2	2	2	
Wholesalers/ secondary wholesalers/cash & carry	2	2	3	2	2	2	2	2	2	3	2	3	
Distribution depots	2	2	2	2	3	2	3	2	3	2	2	2	
TOTAL	6	6	7	6	7	6	7	6	7	7	6	7	78

Soft citrus

All samples must consist of at least 12 units and weigh at least 1.2 kg

Varieties can include:

- Clementine
- Satsuma
- Tangerine
- mandarin

Do not collect:

- oranges
- tangelos
- mineolas
- grapefruit

Sample numbers	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sept	Oct	Nov	Dec	Total
Port/Import point	2	2	2	2	2	2	2	2	2	2	2	2	
Wholesalers/ secondary wholesalers/cash & carry	2	2	2	2	2	2	2	2	2	2	2	2	
Distribution depots	2	2	2	2	2	2	2	2	2	2	2	2	
TOTAL	6	6	6	6	6	6	6	6	6	6	6	6	72

Speciality vegetables(root vegetables)

Sample size

For small or medium size samples (up to the size of apples/oranges) sample must weigh at least 1.2 kg

For large samples (cabbage or bigger) sample must weigh at least 2.2 kg

Varieties can include but are not limited to:

- eddoes
- yams
- daikon/mooli
- celeriac
- cassava
- arbi
- tarot/taro
- dasheen

Sample numbers	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sept	Oct	Nov	Dec	Total
Port/Import point	1	1		1	1	1			1	1		1	
Wholesalers/ secondary wholesalers/cash & carry	3	2	2	1	2	1	2	3	2	2	2	2	
Distribution Depots		1	2	2	1	2	2	1	1	1	2	1	
TOTAL	4	4	4	4	4	4	4	4	4	4	4	4	48

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Annex B - Explanatory Letter



Health and Safety
Executive

Chemicals Regulation Division

Rachel Merrick

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<http://www.hse.gov.uk/>

www.pesticides.gov.uk

Dear Sir/Madam

2018 PESTICIDE RESIDUES SURVEILLANCE PROGRAMME

The Chemicals Regulation Division of the Health and Safety Executive administers a Government programme to monitor the UK food and drink supply for pesticide residues. Each year around 4,000 samples are tested for a range of different pesticide residues. Most of the samples tested are collected from retail outlets, but some are collected from farm shops, wholesalers, ports/import points, cash & carry outlets and distribution depots by Horticultural Marketing Inspectors.

HSE has appointed certain Horticultural Marketing Inspectors as inspectors under Section 8 and Schedule 1 of The Pesticides (Maximum Residue Levels) (England and Wales) Regulations 2008. That means that they have powers to take samples of fruit and vegetables from wholesalers, ports/import points, cash & carry outlets and distribution depots for the Committee on Pesticide Residues in Food surveillance programme. No payment is required for products seized under these provisions. Your co-operation is appreciated.

The analytical results relating to these samples will be included in a future report published by the Committee on Pesticide Residues in Food. The report will disclose details of the products, including brand name, supplier and manufacturer/packer. Any samples damaged/spoiled in transit will not be analysed or included in the report.

Any enquiries relating to the above should be sent to me at the above address.

Yours faithfully

A handwritten signature in blue ink that reads 'Rmerrick'.

Rachel Merrick
Pesticide Policy Branch
PRiF Secretariat

Annex C - Pesticide Residues Surveillance: Powers of Inspectors with HSE warrants

This document contains extracts from The Pesticides (Maximum Residue Levels) (England and Wales) Regulations 2008 (SI 2008 No. 2570).

As a rule however inspectors taking surveillance samples use the powers in Schedule 1 paragraphs 1.(1), 1.(6), 2(b),2(c) and 2(d) (the highlighted and side-lined sections).

Powers of inspectors

- 8.—(1) The Health and Safety Executive (in England) and the Welsh Ministers (in Wales) may appoint any person to be an inspector for the purposes of these Regulations.
(2) Schedule 1 (powers of inspectors) has effect.

Powers of entry

- 1.—(1) An inspector may, on producing a duly authenticated authorisation if required, enter any premises at any reasonable hour for the purpose of ensuring that the provisions of these Regulations are being complied with.
(2) Admission to any premises used only as a private dwelling house may not be demanded as of right unless 24 hours' notice of the intended entry has been given to the occupier, or the entry is in accordance with a warrant granted under this paragraph.
(3) If a justice of the peace, on sworn information in writing, is satisfied that there are reasonable grounds for entry on to any premises for the purposes of the enforcement of these Regulations, and either—
(a) admission has been refused, or a refusal is expected, and (in either case) that notice to apply for a warrant has been given to the occupier,
(b) asking for admission, or the giving of such a notice, would defeat the object of the entry,
(c) the case is one of urgency, or
(d) the premises are unoccupied or the occupier is temporarily absent,
the justice may by signed warrant authorise the inspector to enter the premises, if need be, by reasonable force.
(4) A warrant under this paragraph is valid for one month.
(5) An inspector who enters any unoccupied premises must leave them as effectively secured against unauthorised entry as they were before entry.
(6) In this paragraph, "premises" includes any place vehicle, trailer, container, stall, movable structure, ship or aircraft.

Powers of an inspector

- 2.—(1) An inspector entering premises under paragraph 1 may—
(a) take on to those premises any person, equipment or materials that the inspector considers necessary for the enforcement of these Regulations;
(b) open any container;
(c) carry out any searches, inspections, measurements and tests;
(d) take samples;
(e) have access to, and inspect and copy any books, documents or records (in whatever form they are held) relating to these Regulations and remove them to enable them to be copied;
(f) photograph or copy anything whose production the inspector has power to require under sub-paragraph (e);
(g) photograph anything which the inspector has reasonable cause to believe may be relevant in connection with the enforcement of these Regulations;
(h) seize any computers and associated equipment for the purpose of copying documents provided that they are returned as soon as practicable.
(2) Any person who accompanies an inspector in accordance with this paragraph may perform any of the inspector's functions but only under the supervision of that inspector.

Power of officer to use reasonable force

3. An inspector may use reasonable force, if necessary, in the performance of functions under these Regulations.

Seizure or disposal of products

4. If any product to which Regulation 396/2005 applies contains a quantity of pesticide residue greater than that permitted under that Regulation, an inspector may—
- (a) seize or dispose of the consignment containing that product, or any part of it, or require the owner or person appearing to be in charge of it to dispose of it; or
 - (b) direct the owner or any person appearing to be in charge of it to take such remedial action as appears to the inspector to be necessary.

Information notice

5. An inspector may, by notice served on any person, require that person to provide such information as is specified in the notice in such form and within such period following service of the notice or at such time as is so specified.

Enforcement and prohibition notices

- 6.—(1) An inspector may serve a notice on any person who contravenes, or who the inspector has reasonable grounds to suspect may contravene, these Regulations—
- (a) requiring that person to act in accordance with these Regulations; or
 - (b) prohibiting that person from acting in contravention of these Regulations.
- (2) The notice must give reasons for serving it and, if appropriate, specify what action should be taken and give time limits.

Compliance with notices

- 7.—(1) It is an offence for any person on whom a notice is served under these Regulations to fail to comply with the provisions of that notice.
- (2) Such a notice must be complied with at the expense of the person on whom it is served and, if it is not complied with, an inspector may arrange for it to be complied with at the expense of that person.



MIntel / PHSI / HMI (delete as necessary)

Sample number: PRIF / 2018**Food monitoring : Sample information sheet**

- Complete all information where possible.
- Use a ballpoint pen and press firmly.
- All titles in **BOLD MUST** be completed.

- This form comes in sets of 5 on self copy paper.
- Send the top 3 copies to the laboratory;
 - Follow your instructions for the bottom 2 copies.

Sampler details

Region code

Name of city/town/office

Sampler ID/ref no/name

Where and when sampled

Date sample obtained

Type of location/
premises:☐ Import point☐ Wholesale/
cash & carry☐ Depot

Name and full address of location premises (including post code)

☐ Supermarket☐ Other (if other, please specify below)

Type of shop*:

☐

Normal

☐

Freezer

☐

Non-supermarket

About the sample

Commodity

Full product name/variety

Nature of sample:

☐

Fresh

☐

Frozen

☐

Other (please specify)

Type of packaging:

☐

Loose

☐

Pre-packed (please specify)

Country of origin

Advertised/labelled as organic?

☐

Yes

☐

No

Name/address of manufacturer/packer on label/packaging (including post code)

Batch number

Best before date*

Bar code*

* Retail samples only

Total cost*

£

p

EC number*

Further details

Importer/Owner details (if different from above)

Any other information or comments, eg stickers from fresh produce, code on wholesale boxes, TNT reference number

Data Protection Act 1998: This sample has been collected for the purpose of analysis for pesticide residues. We may disclose the information on this form when we publish the results of that analysis. Moreover, information (including personal data) may also be released on request. Including under the Environmental Information Regulations, the Code of Practice on Access to Government Information and the Freedom of Information Act 2000.

FOR LABORATORY USE ONLY (send the top 2 copies to CRD - keep the bottom copy for your records)

Total weight in grammes

Total number of units

(eg packets, bunches)

Samples received by:

Name in BLOCK LETTERS

Date

Laboratory

Part(s) analysed

Laboratory reference

Packaging available?

☐

Yes

☐

No

Comments

Annex E - Contact List

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