

MEMORANDUM OF UNDERSTANDING BETWEEN THE CONSUMER COUNCIL FOR WATER AND THE DRINKING WATER INSPECTORATE

Explanatory Note

This Memorandum of Understanding contains an agreement between the Consumer Council for Water (CCWater) and the Drinking Water Inspectorate (DWI) and sets out the principles and values which underlie the relationship between the two parties.

The Memorandum is a statutory agreement required under section 27B of the Water Industry Act 1991, as amended by the Water Act 2003. This Act places a duty on CCWater and the Secretary of State and the Assembly to make arrangements with each other with a view to promoting:

- (a) co-operation and the exchange of information between them; and
- (b) the consistent treatment of matters which affect both of them.

This Memorandum will be laid by the Secretary of State before each House of Parliament.



guardians of drinking water quality

CONSUMER COUNCIL FOR



MEMORANDUM OF UNDERSTANDING

Introduction

1. This Memorandum of Understanding contains an agreement between the Consumer Council for Water (“CCWater”) and the Drinking Water Inspectorate (“DWI”) and sets out the principles and values which underlie the relationship between the two parties.
2. The Memorandum is required by section 27B of the Water Industry Act 1991, as amended by the Water Act 2003 (hereafter collectively called “the Act”), to secure (a) co-operation and exchange of information between DWI and CCWater; and (b) the consistent treatment of matters which affect them both.
3. The memorandum is not intended to cover every detailed aspect of the relationship between the two parties. Rather it is a statement of principles which will guide relations between the two parties to ensure sufficient arrangements are in place to enable each party to discharge its respective responsibilities effectively and to avoid duplication of effort.
4. This Memorandum is not legally binding. It will serve as a working document which will be subject to review in the light of operational practice.

Review of Memorandums

5. Amendments to this memorandum may be made at any time by agreement of both parties. In addition, this memorandum will be reviewed at three yearly intervals and updated as necessary, in light of experience of its operation in practice.

Roles and Responsibilities

6. CCWater is a non-departmental public body of Defra and the Welsh Assembly Government (“the Assembly”) established under the Water Act 2003 (the “Act”) to represent the interests of customers by handling complaints about water and sewerage undertakers (“the Undertakers”) and licensed water suppliers, acquiring and publishing information, providing advice, and investigating matters of interest to consumers. The Council is supported by regional committees in England and a Committee for Wales, established under the Act principally to provide advice and information to CCWater on consumer matters affecting the areas of the relevant water and sewerage undertakers allocated to the committees.
7. The DWI acts for and on behalf of the Secretary of State for Environment, Food and Rural Affairs and Welsh Ministers in fulfilling their statutory duties in respect of drinking water quality. Its principal function is to independently verify and where necessary enforce, that water companies are meeting their drinking water quality duties as set out in the Water Industry Act 1991 and the Water Supply (Water Quality) Regulations 2000¹ as amended in 2007.
8. In agreeing this Memorandum, both parties recognise the other’s independence and the legitimate interest of each in the others work.

¹ Water Supply (Water Quality) Regulations 2001 in Wales

Working Relationship

9. We will seek to build on the good working relationship that already exists between us by:
- having an open and constructive working relationship;
 - working closely together at all levels, both in policy, and in strategic issues of importance;
 - respecting each other's views, where different, after discussion to ensure proper understanding of the reasons for any such differences;
 - having a "no surprises" policy, based on notifying each other well in advance, where possible, of significant announcements and developments in policy;
 - identifying the areas of regulatory interaction and setting out what each expects of the other;
 - minimising duplication of activity wherever possible; and
 - informing stakeholders about our relationship so as to reduce regulatory uncertainty.

Co-operation

10. We affirm our commitment to working together, where appropriate, on matters of mutual interest. We recognise the importance of co-operation across a range of areas, whilst at the same time maintaining our statutory independence.

Exchange of Information

11. We will aim to minimise the information burden placed on undertakers and licensed water suppliers (companies). We will aim to avoid duplication by sharing publication schedules and plans to collect information from companies. Where appropriate, we will consult each other before considering an approach to companies to determine whether the required information is already held in a suitable form by the other party.
12. We will each provide any information in our possession that may be reasonably requested by the other to enable it to carry out its regulatory and statutory functions, subject to necessary confidentiality constraint and safeguards and statutory bars on disclosure.
13. We will refer back to the originating party any requests for information we hold but did not collect and which we are aware is confidential in nature. We will make each other aware of any significant disclosures to third parties of information we have shared with each other.

Treatment of Matters of Common Interest

14. We are committed to the principle of good communication with each other on areas of mutual interest on a "no surprises" basis. This will be done through

regular liaison and regular discussion on relevant issues. The intention is not to constrain the discretion of either party but to allow each to make representations to the other in sufficient time for those representations to be considered.

15. Against this background, and subject to the Freedom of Information Act and Environmental Information Regulations, in confidence where necessary, we will:
- (i) alert the other as soon as practicable to relevant developments within their areas of responsibility, whenever possible prior to publication or exceptionally, where this is not possible we will brief each other on any relevant announcements of mutual interest before they are made;
 - (ii) give appropriate consideration to the views of others and explain where we do not agree; and
 - (iii) have regard to advice from the other and act on it, as appropriate.
16. We will notify each other of formal press conferences and other public events hosted by one, but of interest to both.
17. Where appropriate, we will raise, involve and keep each other informed as necessary on the drafting of key documents where relevant to the other's functions.


Disputes

18. If there is a dispute about the interpretation and/or operation of the Memorandum which cannot be resolved between us at working level, CCWater's Chief Executive and the DWI Chief Inspector will discuss the matter and decide what action to take.

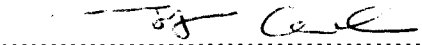
Publication of Memoranda

19. The Secretary of State will lay this and any revised memoranda before Parliament. Defra will also forward this and any revised memoranda to parties covered by section 52 of the Water Act 2003 and Water UK
20. An up to date version of this Memorandum will be published on CCWater's website (www.ccwater.org.uk) and on DWI's website (www.dwi.gov.uk). Hard copies will also be available on request from CCWater on 0121 345 1000 and from DWI on 0300 068 6400.

Signed by:


..... for the Consumer Council for Water
Dame Yve Buckland
Chair – Consumer Council for Water

Date: 09/07/09


..... for DWI
Prof Jeni Colbourne MBE
Chief Inspector of Drinking Water
Drinking Water Inspectorate

Date: 14/07/09