

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**THE CONSUMER COUNCIL FOR WATER AND THE WATER**  
**SERVICES REGULATION AUTHORITY**

Section 27b of the Water Industry Act 1991, as amended by the Water Act 2003.

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## Foreword

Improving the experiences of everyone in England and Wales who uses water – both now and in the future – is the most important focus for both CCW and Ofwat.

For Ofwat, this means making sure that water companies and retailers are delivering for customers and the environment. Meanwhile, at CCW, we're passionate about championing the best interests of everyone who uses water, and are working towards a water sector that listens to people while delivering exceptional, sustainable services that are accessible to all.

While we're two independent organisations, each with a distinct purpose and mission, there are times when collaboration can help us all to deliver better outcomes for the people we represent. By working together in an open and constructive way – sharing information, expertise and resources where appropriate – we can often get things done more quickly and efficiently than we could alone, while getting very best value for the public money we spend.

We're delighted to have signed this Memorandum of Understanding to set out how our two organisations will work together for the years to come, and look forward to working together to achieve the very best outcomes for everyone who uses water.

**Emma Clancy**  
**Chief Executive**  
**CCW**

**David Black**  
**Chief Executive**  
**Ofwat**

## 1. Introduction

1. This memorandum of understanding (MoU), required by section 27B of the Water Industry Act 1991, sets out non-legally binding principles that will underlie the working arrangement between the Water Services Regulation Authority (Ofwat) and the Consumer Council for Water (CCW). This MoU sets out the arrangements Ofwat and CCW have made to help to secure:
  - co-operation and the exchange of information between both parties; and
  - the consistent of treatment of matters which affect both parties.
2. This MoU is not intended to cover every aspect of the working relationship between Ofwat and CCW. It is a document to facilitate collaborative working between both parties to achieve optimum outcomes for consumers in the water sector.
3. For any specific joint CCW/Ofwat project, where both parties consider that a more focussed bilateral arrangement than this MoU will be appropriate, both parties will make such an arrangement – a Memorandum of Agreement (MoA) - to govern their relationship for that specific project, lasting for the length of that specific project.
4. This MoU may be reviewed at three-yearly intervals. Additionally, it may be updated or amended at any time by agreement of both parties to reflect changing operational requirements.

## 2. Roles and responsibilities

5. CCW is an independent statutory consumer body for the water sector in England and Wales. It represents the interests of residential water consumers, including those in vulnerable situations, and business water consumers, handling their complaints about their water and sewerage service providers, and providing advice and investigating matters of interest to those consumers.
6. Ofwat is the economic regulator of the water sector in England and Wales, and is a non-ministerial government department. It acts independently of the sector, UK and Welsh governments and other stakeholders, while working within both governments' policy framework.

## **3. Working arrangements**

### **3.1 Working relationship**

7. While Ofwat and CCW are independent in their own right and have their own legitimate interests and responsibilities, they recognise the importance of working together across a range of areas and on matters of mutual interest, including collaborating on research and sharing research outputs. In agreeing this MoU, both parties commit to harness their joint resources for the benefit of water consumers in England and Wales. Both parties highlight connection and collaboration with others as a key tool in achieving their goals.
8. Both parties will give appropriate consideration to the views of the other – including on policy and strategic issues of importance, and in considering the complaints and interests of customers. They commit to treat matters which affect both of them in a consistent manner or where they take different approaches to agree on the reasons for this
9. Both parties will maintain an open and constructive working relationship, briefing each other as soon as is practicable on relevant developments within their respective areas of responsibility. They will hold bilateral working level meetings at regular intervals or as the need arises and, where appropriate, invite each other to their public or water related events.
10. Both parties will pro-actively support each other where appropriate and, if beneficial, consider sharing resources and looking for development opportunities within their respective organisations for the other party's staff.

### **3.2 Exchanging and Sharing of Information**

11. Both organisations are committed to maintaining good communication with each other on "no surprises" basis. Each party shall endeavour to brief the other as to its intention to publish any materials of mutual interests as soon as practicable and as is necessary for effective working relationships to the extent permitted by relevant guidance.
12. Both parties commit to the principle of sharing information within the limits of legal authority and any relevant official guidance, including best practice which applies to the type of information concerned where this will help to further the interest of customers. Both will apply a presumption of the desirability of

disclosure as a starting point when considering information requests from the other.

13. For jointly branded CCW/Ofwat projects or for projects where both have collaborated, there will be regular dialogue between both parties with view of a draft report one week prior to publication. Where a third party is responsible for producing the draft report, this timeframe may not be achievable - this should not automatically push back the publication date. In order to minimise this occurrence, both parties shall highlight this timeframe in the documents relating to the procurement of the services of the third party and consider producing a MoA for such projects.
14. Where it is not possible to share information in the manner described in paragraph 12 above, a legitimate reason will be provided by the relevant party.
15. Where the outcome of each other's work is likely to impact or impose an action on the other, that party carrying out the work shall inform the other party in ample time to allow it to make representations and for those representations to be considered.
16. Both parties recognise the importance of meeting regularly at multiple levels to share information on matters relevant to customer interests in the water and sewerage sectors in England and Wales, and to keep each other updated of relevant work which they are considering or currently undertaking.
17. Both parties will aim, where appropriate, to minimise the information burden on regulated companies in the water sector by checking with each other first whether they are likely to hold the information of interest in a suitable form before they consider making substantial information requests from the companies. In order to facilitate this, each party will, where it is able to do so and is not constrained in any way, share its plans to collect information from the companies with the other party.
18. If either organisation receives a request to disclose information (under relevant legislation) that is not public and originally came from/was shared by the other organisation, it shall consult the other organisation before disclosing.

## 4. Managing disputes

19. Both parties agree to resolve their differences in the spirit of collaboration. If there is a dispute between both parties about the interpretation and/or operation of this MoU the matter shall be resolved between the relevant teams in both organisations in the first instance. Where convergent views cannot be achieved, each team shall provide an explanation to support its stance following which the matter shall be referred to the relevant senior leaders of both organisations for resolution.

## **5. Publication of memoranda**

20. The Secretary of State will lay this and any revised memoranda before both Houses of Parliament.
21. An up-to-date version of this Memorandum will be published on Ofwat's website ([www.ofwat.gov.uk](http://www.ofwat.gov.uk)) and on the Council's website ([www.ccwater.org.uk](http://www.ccwater.org.uk)). Hard copies will also be available on request from Ofwat on 0121 644 7500 and the Council on 0121 345 1000.



## 6. Signatories

This document has been signed by the Chief Executives of CCW and Ofwat.


**Signed by:**

A handwritten signature in black ink, appearing to read 'D Black', written on a light-colored, textured background.

**David Black (Ofwat – The Water Services Regulation Authority)**

**Date: 09 December 2022**

**Signed by:**

A handwritten signature in black ink, appearing to read 'E Clancy', written on a light-colored, textured background.

**Emma Clancy (Consumer Council for Water)**

**Date: 09 December 2022**