

## 1. Definitions

1.1. In these terms and conditions:

- a) "Contract" means these terms and conditions and the purchase order to which these terms and conditions apply.
- b) "Force Majeure Event" means an event or occurrence which could not be prevented or foreseen and which is beyond the reasonable control of the party and without its fault or negligence (excluding any industrial disputes such as lockouts, strikes)
- c) "Goods" means the items (if any) which are the subject of the contract.
- d) "Intellectual Property" means any patent registered design, copyright, database right, design right, topography right, trade mark, service mark, application to register any of the aforementioned rights, trade secret, right in unpatented know-how, right of confidence and any other intellectual or industrial property right of any nature whatsoever in any part of the world.
- e) "Partner" means any of the organisations who are currently contracted to AW to deliver substantial elements of its capital programme, such organisations can be seen on [www.onealliance.co.uk](http://www.onealliance.co.uk)
- f) "Services" means the services to be supplied by the Supplier (if any), which are the subject of the Contract.
- g) "Supplier" means the person, firm or company with whom the Contract is made.
- h) "Works" means the works to be carried out by the Supplier detailed in the AW purchase order

## 2. Terms and Conditions

- 2.1. These terms shall prevail over the Supplier's terms and conditions. No terms or conditions endorsed upon, delivered with or contained in any quotation, acknowledgement acceptance of order, invoice or similar document will form part of any contract for the sale and purchase of any Goods Services or Works.
- 2.2. All quotations or estimates given by the Supplier verbally or in writing shall constitute an offer. Acceptance may be made by AW issuing a purchase order number.

## 3. Time of Delivery or Performance

- 3.1. Any time for delivery or despatch of Goods or completion of Services / Works agreed between the parties in writing shall be of the essence.
- 3.2. AW (acting reasonably) may alter the order upon giving the Supplier reasonable notice in writing. If any such alteration affects the price agreed for the Goods Services / Works the Supplier shall promptly notify AW and will be allowed a reasonable and equitable adjustment to the price.

## 4. Statutory Obligations

- 4.1. The Supplier shall comply with all relevant UK and EU legislation, rules, regulations, by-laws, codes of practice and directives.
- 4.2. The Supplier shall be responsible for the safety of all its staff on AW premises or sites. The Supplier shall co-operate with AW staff and comply with all reasonable instructions whilst at AW sites.

## 5. Price and Payment

- 5.1. The prices quoted shall be in pounds sterling, net of VAT. All Goods shall be delivered carriage and duty paid and customs cleared to the relevant delivery address.
- 5.2. The Supplier shall submit an invoice for the Goods upon receipt of the Goods and for the Services upon proper completion of the Services. Where Works are provided, the Supplier can raise a payment application at the end of each month in respect of work completed. AW shall notify the Supplier of any intention to withhold any sums, and the reason for doing so. The invoice shall include all necessary information including the purchase order number.
- 5.3. AW shall have no liability to pay for the Goods, Services or Works supplied unless the Supplier shall invoice AW within 12 months of the date set out in clause 5.2.
- 5.4. Payment will be made by the end of the calendar month following the calendar month in which a correctly raised invoice is received at [insert details]
- 5.5. Payment shall not operate as a waiver of any of the rights of AW hereunder.

## 6. Termination

- 6.1. Any order hereunder may be terminated by written notice forthwith:
  - a) by either party if the other commits any material or persistent breach of these terms and, where capable of remedy fails to remedy the same within 28 days;
  - b) by either party if the other becomes bankrupt or insolvent or any receiver or administrator or similar person is appointed in respect of that party or enters into any arrangement with its creditors;
  - c) by either party if they reasonably believe that any of the events mentioned in Clause 6.1 (b) above is about to occur and notifies the other party accordingly;
  - d) by AW if the Supplier ceases or threatens to cease to carry on business; or
  - e) by AW, if the Supplier fails to deliver or despatch the Goods or complete the Services / Works in accordance with the contract.
- 6.2. AW shall have the right at any time and for any reason to terminate any order in whole or in part by giving the Supplier not less than 28 days written notice whereupon all work shall be discontinued and AW shall pay to the Supplier fair and reasonable compensation for work-in-

progress at the time of termination but such compensation shall not include loss of profits or any indirect or consequential loss.

## **7. Consequences of Termination**

- 7.1. Termination is without prejudice to the rights, duties and liabilities of either party accrued prior to termination.
- 7.2. In the event of termination, AW shall have the right to enter upon the Supplier's premises and remove any items that are the property of AW.
- 7.3. Any terms which expressly or impliedly have effect upon or after expiration or termination shall continue to be enforceable notwithstanding expiration or termination.
- 7.4. Within 7 days of any termination hereunder, both parties shall return all documents, information, computer disks and material (and all copies thereof) provided to or prepared by it pursuant to this Contract and shall certify in writing that they have complied with this clause.

## **8. Indemnities and Liabilities**

- 8.1. Neither party shall have any liability to the other party in contract, tort or otherwise in respect of any indirect or consequential loss or damage that may be suffered by that party.
- 8.2. Subject to Clause 8.1 above the Supplier shall at its own expense keep AW and any of its staff or agents fully indemnified against any claim, demand, loss or liability arising by reason of any negligent act/or omission of the Supplier his employees or agents which is:
  - a) caused either to (i) any property of AW or its staff or agents or (ii) any injury or death sustained by the staff or agents of AW;
  - b) made against or incurred by AW or any agent of AW in respect of any loss, damage, injury or death sustained by any third party; or
  - c) made against or incurred by AW or its agents in respect of any loss of or damage to (i) any property of or (ii) any injury or death sustained by the Supplier or its personnel, unless such loss, damage of injury is solely caused by the negligent act or omission of AW or any of its staff or agents.

## **9. Confidentiality and Publicity**

- 9.1. Each party shall treat as confidential all information obtained from the other pursuant to this Contract and shall not divulge such information to any person (except to such party's own employees, agents or advisers and then only to those who need to know the same) without the other party's prior written consent provided that this clause shall not extend to (i) information which was rightfully in the possession of such party prior to the commencement of the negotiations leading to this Contract; or (ii) which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this clause); or (iii) which is required to be disclosed by any governmental or regulatory body or by law.
- 9.2. The obligations as to confidentiality shall remain in full force and effect notwithstanding the termination of the Contract for a period of 2 years from the date of supply.
- 9.3. The Supplier shall not use AW's name for advertisements or publicity without its consent

## **10. Intellectual Property Rights**

- 10.1. The Supplier shall indemnify AW in full against any claim for infringement (or alleged infringement) of any Intellectual Property rights brought by a third party as a result of the use of any Goods, the results of any Services / Works or any materials supplied by the Supplier.
- 10.2. Subject to any prior rights and to the rights of third parties, all Intellectual Property rights and copyright in all reports, documents and things produced under the Contract shall be vested in AW. The Supplier hereby assigns (by way of present and future assignment and with full title guarantee) all such Intellectual Property rights. All moral rights relating to the work under the Contract are hereby waived by the Supplier.
- 10.3. Any right of use in or over property which is acquired by the Supplier or by its staff pursuant to or for the purposes of the Contract shall be acquired by the Supplier upon terms which shall enable such rights to use to vest in AW to the full extent enjoyed by the Supplier without need for any or further authorisation, consent or payment.

## **11. Force Majeure**

- 11.1. Any delay or failure of the Supplier to perform its obligations hereunder shall be excused if due to a Force Majeure Event, provided that (a) the Supplier has not caused or contributed to the Force Majeure Event and (b) written notice of such delay is given to AW.
- 11.2. During such period (a) AW at its option may extend the period of time for completing the order and / or reduce or cancel any unfulfilled orders without liability to the Supplier and (b) the Supplier shall do all such things as may be reasonable to mitigate the effects of the Force Majeure Event.

## **12. Insurance**

- 12.1. The Supplier shall procure and maintain insurance(s) in amounts and with coverages acceptable to AW and in line with good industry practice, with reputable insurance companies. At AW's request, the Supplier shall furnish to AW certificates and other satisfactory evidence of such insurances. The Supplier's purchase and maintenance of such appropriate insurance however shall not modify or relieve the Supplier of its obligations and liabilities under this Contract.

## **13. General**

- 13.1. None of the work covered by the Contract shall be assigned or sub-contracted by the Supplier.
  - 13.2. The Supplier acknowledges that the @one Alliance Partner shall be entitled to issue an order on behalf of AW, and each Partner shall remain responsible for the performance of the Supplier under this Contract, and the Partner shall be entitled to enforce the provisions of this Contract.
  - 13.3. Except as otherwise provided herein, the rights of either party under the Contract shall not be prejudiced or restricted by any indulgence or forbearance extended by one party to the other and no waiver by one party of its rights in relations to any breach of the Contract shall affect its rights in respect of any subsequent breach.
  - 13.4. All notices, demands or other communication shall be in writing and deemed properly served if delivered in person or sent by fax or first class post to its registered office or principle place of business. A notice sent by fax will be deemed to have been served at the time of successful transmission, provided a confirmatory copy is also sent by first class post. A notice sent by first class post shall be deemed served two working days after posting.
  - 13.5. The Supplier and AW are independent contracting parties and nothing in this Contract shall make either party the agent or representative of the other.
  - 13.6. If any provision herein is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions and the remainder of the provisions in question shall not be affected thereby.
  - 13.7. This Contract constitutes the entire agreement between the Supplier and AW with respect to the matters contained herein and supersedes all prior oral or written representations and agreements.
  - 13.8. The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by English law and the parties submit to the exclusive jurisdiction of the English Courts.
- 14. Additional Standard Terms and Conditions for the supply of Goods only:**
- 14.1. At time of delivery the Supplier shall provide an advice note detailing the AW purchase order number, description code number (if any) and quantity of the Goods consigned.
  - 14.2. All Goods must be adequately packaged and protected against damage and deterioration in transit. Any returnable packaging and other containers shall be supplied by the Supplier free of charge.
  - 14.3. The Supplier shall furnish the necessary information for AW to comply with the EC Intrastat regime where applicable.
  - 14.4. Title to the Goods shall not pass to AW until the price for those Goods has been paid but AW shall be entitled to resell or use the Goods in the ordinary course of business.
  - 14.5. The risk in the Goods shall pass upon the delivery of the Goods provided that a duly authorised representative of AW signs for the receipt of the Goods.
  - 14.6. Where advance or progress payments are made, title but no risk shall pass to AW as soon as items are allocated to the Contract. All items so allocated shall be adequately marked and recorded as being the property of AW.
  - 14.7. AW may reject any Goods which on inspection are found not to conform with the requirements of the Contract and the Supplier shall at its own expense remove the rejected Goods and shall do so within 7 working days receipt of notification of rejection.
  - 14.8. If the Supplier fails to remove the Goods in accordance with Clause 13.7, AW may return the rejected Goods to the Supplier at the Supplier's risk, the cost of carriage being recoverable from the Supplier.
  - 14.9. When AW rejects any Goods after delivery, AW at its sole discretion shall either (i) obtain a full refund of the Goods or (ii) require that the Supplier (at its own expense) delivers Goods which conform with the requirements of the Contract as soon as reasonably practicable.
  - 14.10. Unless otherwise agreed in writing by AW all Goods supplied shall:
    - a) conform as to quality and description stated in the purchase order and correspond to any sample pattern or specification specified in the Contract;
    - b) comply with any relevant British or European equivalent standard specification;
    - c) be of sound materials and workmanship;
    - d) be fit for the purpose for which they are supplied and any purpose that the Supplier is made aware of; and
    - e) be new, or be provided using new materials.
  - 14.11. Without prejudice to any other rights or remedies, the Supplier shall expeditiously repair or replace all Goods which are or become defective during the period of 12 months (or during any other longer agreed period) from using the Goods where such defects occur under proper usage and are due to faulty design, materials or workmanship or erroneous or inadequate instructions as to use or any other breach of the Supplier's obligations, whether express or implied.
  - 14.12. Repairs and replacements shall themselves be subject to the foregoing obligations for a period of 12 months (or any extended agreed period) from the date of reinstallation or supply.
  - 14.13. Prior to delivery the Supplier shall give AW written notice of any Goods and/or other items accompanying the Goods or associated with their delivery as having toxic or other hazards to the

safety or health of persons or property. The Supplier shall identify those hazards and give clear and full details of all precautions which the Supplier and AW should take

**15. Additional Standard Terms and Conditions for Services or Works only:**

- 15.1. All Services / Works shall be performed by appropriately qualified and trained personnel with due care and diligence and the Supplier shall provide all labour, materials, equipment temporary works or anything else required for the completion of the Services / Works (unless otherwise expressly agreed in writing).
- 15.2. The Supplier shall carry out and complete the Services / Works to the satisfaction of AW and shall comply with all reasonable instructions issued in writing by AW (or on its behalf) to ensure their performance complies with the terms set out herein
- 15.3. The Supplier shall take all steps to protect the Services / Works against loss or damage from any cause until the Services / Works have been completed to the reasonable satisfaction of AW; and the Supplier shall make good any loss or damage arising.
- 15.4. Without prejudice to any other rights or remedies of AW, the Supplier shall make good any defects notified to him by AW and which arise from any breach or failure of the Supplier to comply with these terms, whether such defects are notified before completion of the Services / Works or within 12 months of such completion.

# Quality Management System

## Water Projects Regulation 31 Requirements for Suppliers



AMP5-IPROCT-003 Rev1 - REG 31 Regulatory Requirements – All Water Projects

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REVISION	DATE OF ISSUE	REASON FOR CHANGE
001	12-03-13	First Issue

To aid continuous Improvement, please forward your comments or feedback relating to these procedures to the AMP5 Mailbox [AMP5NI@anglianwater.co.uk](mailto:AMP5NI@anglianwater.co.uk) or [AMP5I@anglianwater.co.uk](mailto:AMP5I@anglianwater.co.uk)

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### **1.0 Introduction**

**These requirements are to be followed as part of any framework, order, contract or subcontract for Anglian Water projects on water schemes.**

**All materials and equipment supplied, or any work undertaken that introduces any product, substance, or material in contact with, treated or untreated water that is intended for potable use shall comply with the current relevant regulations.**

## **2.0 Purpose of the document**

This document sets out the requirements for Suppliers to comply with the Anglian Water Regulatory Requirements for Water Supply at all stages of engagement. It sets out the regulations and contractual obligations and gives guidance on the REG 31 (Materials In Contact) requirements for all water projects, both infrastructure and non infrastructure.

## **3.0 REG 31 (Materials in Contact) Regulations**

All materials or equipment supplied or any work undertaken that introduces any product, substance, or material in contact with, treated or untreated water that is intended for potable use shall comply with the current relevant regulations including (but not restricted to) the Water Supply (Water Quality) Regulations 2000, and Water Supply (Water Fittings) Regulations 1999. These regulations will be referred to in this document as **Reg 31 Application and introduction of substances and products, Reg 32 Use of Processes and Reg 33 Offences** (Water Supply (Water Quality) Regulations 2000) and **Water Fittings Regs** (Water Supply (Water Fittings) Regulations 1999).

## 4.0 REG 31 ( Materials in Contact) Requirements

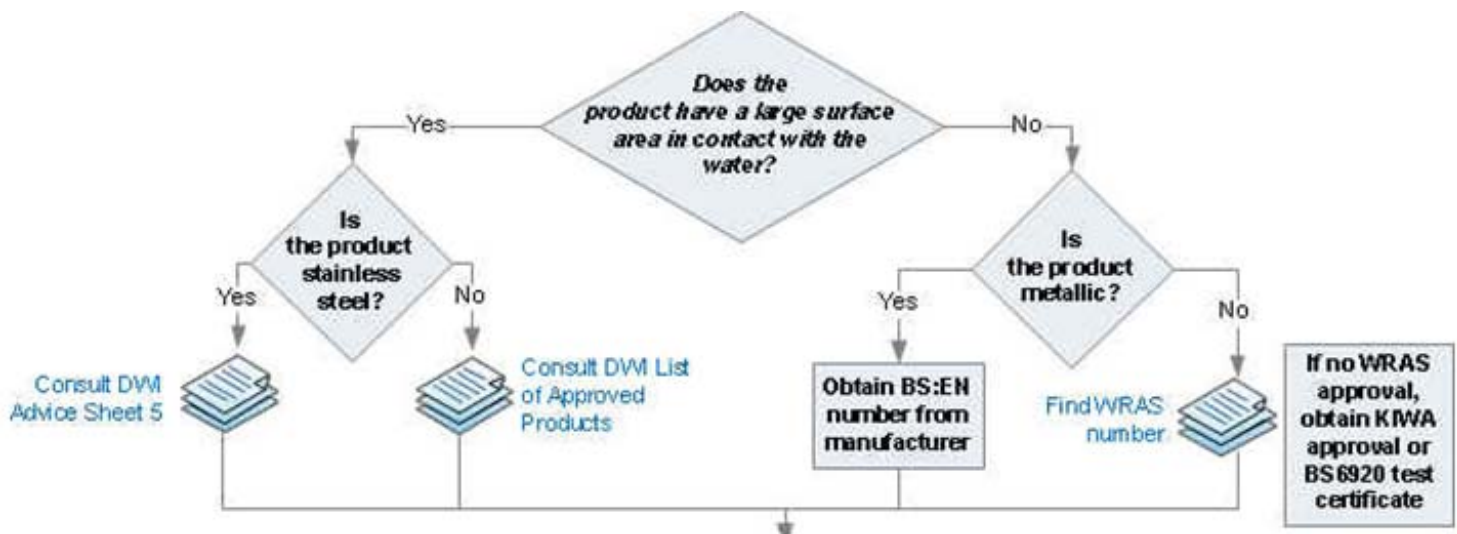
As part of any quotation, order or contract (including subcontracts), the Supplier shall confirm that all items in contact with treated or untreated water that is intended for potable use are approved and compliant with all the regulations as detailed above.

The Supplier should evaluate the intended use of all materials and equipment, products or substances to be used or supplied and clearly identify which items will be covered by these requirements and which regulations apply. Should further information be required in order for the Supplier to make this evaluation then the Supplier should request this from the Purchaser.

The Suppliers are responsible for compliance with the regulations and for provision of the necessary documentation to Anglian Water (or their delegated representatives). They shall be liable for any consequences that result from their failure to identify and disclose any items in their supply that are covered by these regulations.

If any material, equipment, product or substance to be used or supplied is subsequently found to be non-compliant with the regulations or without valid certification then the Supplier shall be liable for all consequences that result from such non compliance.

### Approval Documentation for Reg 31



For **Reg 31 Application and Introduction of substances and products** the type of approval documentation required varies whether the item is classed as a large (**Reg 31(4)(a)**) or small (**Reg 31 (4)(b)**) surface area product or material.

Items supplied which have a large surface area (**Reg31(4)(a)**) and are stainless steel are required to be listed on the DWI advice sheet 5 and Anglian Water are to be provided with information regarding the grade of stainless steel.

Large surface area items (**Reg31(4)(a)**) which are not stainless steel are required to be listed on the DWI list of approved products and Anglian Water requires the DWI approval reference to be issued to them, as listed on the approval letter from DWI. Both of these approvals will come with "Instruction for use" documents which shall also be provided by the Supplier.



Small surface area products which are metallic are required to have a valid BS:EN number which is required to be issued to Anglian Water together with any installation /instruction documentation. Small surface area items which are not metallic are required to have a valid WRAS, KIWA or BS 6920 certificate, which is required to be issued to Anglian Water together with any associated instructions for use.

The Supplier shall provide the required documentation to AW as required by the Regulation's and as identified in this document.

**Reg 32**, nothing is required to be formally submitted, however the supplier needs to be aware of, and comply with the regulations.

**Reg 33**, to avoid committing an offence contravening Reg 31, valid approval documentation and instruction for use documents, shall be supplied by the Supplier and held by the Water Company.

**Water Fittings Regulations**, All products which fall under these regulations must be of appropriate quality and standard. This is to be demonstrated by the Supplier, typically by a valid WRAS certificate.

All relevant items shall be identified by the Supplier on the attached REG 31 approval form (see section 7.0). The Supplier is responsible for ensuring that any certificate or documentation provided can be clearly linked to the item covered, through traceability, and that it is valid at the time of order placement.

For guidance and more information on the Regulations please refer to the guidance notes within this document, or for specific questions please contact the relevant Alliance or AW Capital Delivery Supply Chain Teams.

## **5.0 Contractual Engagement**

### **Frameworks**

For framework award the Supplier is required to have provided evidence of operating procedures and processes that ensure the goods (including individual components) to be supplied shall meet the regulatory requirements, as described in this document. Confirmation is required that items and components that are covered by the REG 31 regulations and are to be supplied during the duration of the framework, are and will be compliant with the regulations. Failure to provide suitable confirmation and evidence may prevent award, or termination of the Framework. The Supplier is responsible for full compliance of all goods, and components for each individual order or contract.

### **Request for quotation**

The Supplier shall identify any goods or components that are required to be covered by the regulations and is responsible for providing valid REG 31 documentation. Failure by the Supplier to identify relevant goods or components, or failure to complete the required documentation within a quotation may invalidate the proposal. If all REG 31 documentation is not provided within a quotation then the Supplier shall identify which documentation is missing and confirm that the goods offered will be fully compliant with the REG 31 regulations. Notwithstanding the provision or otherwise of documentation the Supplier remains responsible for compliance of the goods with the relevant REG 31 Regulations in the event of an order or contract being placed.

## **Order or Contract**

Full REG 31 documentation shall be provided by the Supplier prior to award of the order or contract, unless specifically agreed otherwise.

The Supplier shall identify all goods, items or components that are required to be covered by the regulations. For orders or contracts containing items that are covered by the REG 31 regulations, provision of compliant REG 31 documentation is required. If for any reason documentation is not provided by the Supplier prior to award they must identify what information is missing. Orders and subcontracts shall only be awarded on the strict assumption that the missing documentation shall be provided within timescales agreed in the order, which in any event shall be before the equipment is delivered to site. The Supplier shall be liable for all consequences that result from relevant goods or components not being compliant, not being identified prior to award, or from valid documentation not being provided within the agreed timescales.

## **REG 31 Clause**

The following clause is applicable to all frameworks, contracts and orders with REG 31 requirements (defined as “Agreements” for the purposes of this clause), unless expressly stated in the specific Agreement.

Without prejudice to any other provisions of the Agreement, the Supplier shall ensure that:

- (a) (i) all materials or equipment supplied or any work undertaken that introduces any product, substance, or material in contact with treated or untreated water that is intended for potable use, and (ii) all Goods supplied hereunder, shall comply with the current water supply regulations including without limit the Water Supply (Water Quality) Regulations 2000 and Water Supply (Water Fittings) Regulations 1999 (“Regulations”); and
- (b) upon request at any time by Anglian Water, or their appointed representative, the Supplier shall provide evidence that any such products or materials comply with such Regulations; and
- (c) it maintains at all times during this Agreement all relevant and appropriate accreditations demonstrating that such products and materials supplied hereunder comply with the Regulations

A failure to comply with this clause shall be deemed to be a material breach of the Agreement.

## **6.0 GUIDANCE**

The following guidance on the Regulations is for information only, no responsibility for the accuracy is taken by the Purchaser and it does not in any way relieve the Supplier of his responsibility to comply with current regulations,

For the full [Water Supply \(Water Quality\) Regulations 2000](#) please follow this link or visit [www.DWI.gov.uk](http://www.DWI.gov.uk)

### **Reg 31 – Application and introduction of substances and products**

Regulation 31(2) prohibits, with certain exceptions, the introduction by water companies of any substance or product to water that is intended for domestic purposes as defined in regulation 4(1). The exceptions are that the product or substance, at the time of its introduction, satisfies one of the conditions in regulation 31(4) or conforms with the conditions set out in regulation 31(3).

The List of Approved Products for Use in Public Water Supply in the United Kingdom is published and updated regularly on the Inspectorate's web site and represents the definitive List of all substances and products for which approval has been granted (and thus may be introduced into a water supply system, by a water company), refused, modified, revoked or prohibited. The List also makes clear any restrictions on the use of such products that must be observed. The List additionally identifies those products (currently some treatment chemicals and filter media) which may be introduced by water companies through regulation 31(3) where the product or substance conforms to a European Standard (BS:EN), subject to any national conditions of use to protect public health.

It is the responsibility of the end user, i.e. the water company or their appointed agents, to ensure that products used by them in the production, supply and distribution of drinking water are appropriately approved, under regulation 31(4)(a), or meet the requirements of regulation 31(4)(b) or (c) before introducing them to the water supply.

For those products conforming to a BS:EN, which may be used under regulation 31(3), the end user, i.e. the water company or their appointed agents, should ensure that the product they are using conforms to the requirements of the relevant BS:EN standard. The existence of a relevant BS:EN standard does not necessarily mean that all supplies of a specific treatment chemical or product will have been tested and shown to meet the appropriate requirements of the BS:EN. Thus it is the responsibility of the end user (the water supplier or their appointed agents) of these products to ensure that the treatment chemicals or products provided by a specific supplier fully meet the requirements of the relevant BS:EN standard. This can be done by obtaining, for example, a statement of conformity for the batch of chemical supplied, or by internally checking through their laboratories. Water companies should be aware BS:EN standards for drinking water treatment chemicals and products, do not contain mandatory requirements for attestation of conformity.

Full guidance on regulation 31 matters is available separately on the Inspectorate's website ([www.dwi.gov.uk](http://www.dwi.gov.uk)). This also gives additional guidance on when approval is not required before introduction of a product because it is likely to satisfy regulation 31(4)(b), or when it may be introduced for research purposes (with prior notification and for a limited period) under regulation 31(4)(c).

**Approval, revocation, prohibition and charging.**

38.5. Regulation 31(5) authorises applications for approval to be made by any person. Regulation 31(6) provides for variation or revocation of an approval, subject to the requirements of regulation 31 (10) and (11) in respect of the giving of notice to those affected by the variation or revocation. Regulation 31 (8) provides for the Secretary of State to prohibit the use of any substance or product which water companies would otherwise be authorised to use, subject to the requirements to give notice as set out in regulation 31 (10) and (11). Regulation 31 (13) permits the Secretary of State to make an administrative charge on the person making an application for approval of a product under regulation 31(4)(a).

## **REGULATION 31 – BRIEFING NOTE**

### **Materials in Contact with water**

#### **LARGE SURFACE AREA SIGNIFICANT CONTACT WITH WATER REGULATION 31(4)(a)**

Reg 31 (4)(a) requires that all large surface area products have been approved by the Secretary of State (DWI) for the application or introduction of a substance or product and that it is applied or introduced with the conditions attached to the approval. Products holding current approval will be listed in the DWI List of Approved Products and Processes which is published annually by the DWI. Product updates and changes made after publication of this list can be found on the Interim List.

<http://www.dwi.gov.uk/drinking-water-products/approved-products/soslistcurrent.pdf>

#### **SMALL SURFACE AREAS INSIGNIFICANT CONTACT WITH WATER REGULATION 31(4)(b)**

Reg 31 (4) (b) requires that small surface area products meet the Secretary of State (DWI) satisfaction that the substance or product either alone or in combination with any other substance or product in the water is unlikely to affect adversely the quality of the water supplied. Refer to DWI Advice Note 8 for guidance on compliance of small surface areas in contact with water.

<http://www.dwi.gov.uk/drinking-water-products/advice-and-approval/Advicesheet8.pdf>

### **Stainless steel**

The grades specified in the DWI Advice Sheet 5 (Annex 5) must be used, unless the performance requirements are such that none of the grades are suitable (e.g. cast fittings), in which case a grade that ensures fitness for purpose in the particular application must be used.

<http://www.dwi.gov.uk/drinking-water-products/advice-and-approval/Advicesheet5.pdf>

### **Non-metallic items**

These must conform to the requirements for odour, flavour and growth of Reg 31ro-organisms in Parts 2.2.1 and 2.4 of BS6920:2000 or a European equivalent. Products that conform to these requirements are listed in the Water Regulations Advisory Scheme 'Water Fittings and Materials Directory' ([WRAS Directory](http://www.wras.co.uk/Directory/)).

<http://www.wras.co.uk/Directory/>

Either the laboratory report for the tests to BS6920:2000 parts 2.2.1 and 2.4 **OR** a WRAS certificate will demonstrate compliance **OR** KIWA Approval. These documents must have been issued within the last five years.

### **Other metallic items**

These must conform to a recognised technical or water industry specification that will assure fitness for purpose.

## **Reg 32 Use of Processes**

Regulation 32 provides the Secretary of State to give notice to a water company requiring them to make an application for approval of any process. The notice may also prohibit use of process for a specified period. Regulation 32 also provides for attaching conditions to an approval and for revocation of approval and modifications of conditions of approval and publication of a list of approved processes. Provisions equivalent to those prescribed in regulation 31 in respect of giving notice to apply to regulation 32.

## **Reg 33 – Offences**

Under the offences provisions of regulation 33, penalties are specified for contravention of: regulation 31(2) (use of unapproved products); 31(8) (contravention of a prohibition notice); 32(1) (use of a process in contravention of a prohibition notice); and 32(2) (failure to observe conditions of approval process).

Regulation 33 provides also for prosecution of anyone providing false information in support of an application under regulation 31 or 32. Proceedings for the offence providing false information in this manner can only be instigated with the consent of the Secretary of State (in practice the Chief Inspector of Drinking Water) or the Director of Public Prosecutions.

## **Water Supply (Water Fittings) Regulations 1999**

These regulations apply from the point where water leaves the boundary box to the point where water is used. These regulations were made under section 74 of the Water Industry Act 1991 to prevent waste, misuse, undue consumption, contamination or erroneous measurement of drinking water. The requirements for the design, installation and maintenance of plumbing systems in England and Wales are set out in the Regulations.

## **European Approval System**

If a product is not listed in the WRAS Directory, a European approval may be used, but this must meet equivalent standards to those set out in BS6920:2000 parts 2.2.1 and 2.4 .



## **Useful Information links:-**

**“The DWI List” (Secretary of State for the Environment, Food and Rural Affairs’ List of Approved Products) – LARGE SURFACE AREA ITEMS**

<http://www.dwi.gov.uk/drinking-water-products/approved-products/soslistcurrent.pdf>

**WRAS Water Fittings & Materials Directory – SMALL SURFACE AREA ITEMS**

<http://www.wras.co.uk/Directory/default.htm>

**KIWA UK Directory of Approved Water Fittings – SMALL SURFACE AREA ITEMS**

[http://www.1kiwa.com/uploadedFiles/United\\_Kingdom/03\\_Product\\_Certification/Director\\_master\\_January\\_2009.pdf](http://www.1kiwa.com/uploadedFiles/United_Kingdom/03_Product_Certification/Director_master_January_2009.pdf)

## 7.0 Standard Materials Approval Template

1. REG 31 Form (BLANK) –



MIC FORM  
(BLANK).xls

2. REG 31 Form Example -



MIC FORM (EXAMPLE  
2012).xls



## **Digital Operating Manual Requirements (DOM)**

Please send any applicable Original Equipment Manufacturer (OEM) documentation from the following list in digital, original format (not photocopied) to the relevant email address shown below within 2 weeks of order receipt stating the project WAT/SEW number and the intended recipient:

### **OEM documentation**

- Product manual
- Certificate of Conformity
- Technical data sheet
- Parts list
- Recommended spares
- Maintenance information (including fault finding)
- Exploded parts diagram
- Performance data sheet/pump curves
- Installation instructions
- Part weight
- As built drawings
- Test certification (lifting, electrical etc.)

If the information to be sent exceeds 5MB then please email the relevant AMP6DCC email address requesting a Sharefile link to be issued enabling you to upload the required documentation.

The supply of DOM documentation is in addition to providing other information that may be requested by the project team.

### **Programme area email addresses**

Water Infrastructure Projects:  
[AMP6DCC-WI@anglianwater.co.uk](mailto:AMP6DCC-WI@anglianwater.co.uk)

Water Non-Infrastructure Projects:  
[AMP6DCC-WNI@anglianwater.co.uk](mailto:AMP6DCC-WNI@anglianwater.co.uk)

Water Recycling Infrastructure Projects:  
[AMP6DCC-WRI@anglianwater.co.uk](mailto:AMP6DCC-WRI@anglianwater.co.uk)

Water Recycling Non-Infrastructure Projects:  
[AMP6DCC-WRNI@anglianwater.co.uk](mailto:AMP6DCC-WRNI@anglianwater.co.uk)

**Please note:** we reserve the right to withhold payment should the required documentation fail to be submitted in a timely manner.