



Water Services Authority
Taumata Arowai

Memorandum of Understanding

between

**the Commerce Commission | Te
Komihana Tauhokohoko**

and

**the Water Services Authority |
Taumata Arowai**

This memorandum of understanding (MoU)

Between the Commerce Commission | Te Komihana Tauhokohoko (the Commission)

And the Water Services Authority - Taumata Arowai (the Authority)

together, the **“Parties”**

Ko wai? | Who are we?

1. This Memorandum of Understanding (MoU) provides the foundation and on-going direction for a cooperative and mutually beneficial relationship between the Commission and the Authority.
2. The Parties acknowledge that there are areas of common interest, interface and connection in the water services sector.
3. The Commission is an independent Crown entity established under section 8 of the Commerce Act 1986 with statutory functions under that and other statutes. Under Part 4 of the Commerce Act, the Commission makes and enforces economic regulation relating to goods and services for which there is little or no competition, including water services. Initially, this regulation will require water service providers to publicly disclose information about their performance in providing water services, including in relation to investment and asset management, financial sustainability, and ring-fencing. The Commission also administers consumer protection regulation under Part 4A of the Commerce Act.
4. The Water Services Authority – Taumata Arowai is a Crown agent and is responsible for the regulation of drinking water under The Water Services Authority–Taumata Arowai Act 2020 and the Water Services Act 2021 (WSA). The Water Services Authority also has a system oversight, standard-setting and public reporting role in relation to the environmental performance of wastewater and stormwater networks. It has a standard setting and monitoring role in relation to water services infrastructure, including developing infrastructure design solutions for wastewater and stormwater networks, and engineering standards relating to the design, construction and operational performance of water services networks.
5. Together, the Parties share a commitment to regulatory stewardship, minimising reporting burden, and aligning systems to deliver effective, efficient regulation. This MoU reflects our joint responsibility to meet wider government expectations and provides assurance to the sector that we work collaboratively to promote confidence, clarity, and cohesion across the regulatory landscape to achieve system outcomes of improved water services across New Zealand.
6. The document is not intended to be legally binding or to affect either party’s exercise of its statutory functions, duties, or powers. It is intended to reflect the way we work together on the things that matter most in relation to water.

He aha te kaupapa? | What is the purpose of the MoU?

7. The purpose of this MoU is to provide a framework for an enduring relationship of cooperation between the Parties, on the basis that this relationship will help to:

- 7.1 Maximise the effective use of regulator resources and minimise the reporting burden on regulated communities or people.
 - 7.2 Ensure their activities are appropriately coordinated in relation to the water services sector;
 - 7.3 Ensure co-ordination and appropriate sharing of information and context in undertaking their respective roles;
 - 7.4 Be mindful of the parties' complementary and interconnected roles when engaging with external audiences; and
 - 7.5 Build and enhance their shared understanding of the water services sector and their respective responsibilities to give effect to Te Tiriti o Waitangi | The Treaty of Waitangi;
8. This document sets out the principles that support the Parties' relationship.
 9. Where operational processes are required to enable the efficient operation of this MoU, the details will be set out in a schedule.
 10. This is the second version of the MoU, which has been updated to reflect the changes in the regulatory regime for water services arising from the Local Government (Water Services) Act 2025 and the Local Government (Water Services Repeals and Amendments) Act 2025, and replaces the version approved on 25 July 2023.

Ngā hononga | Relationship principles

11. The Parties will:
 - 11.1 Act fairly and in good faith towards one another respecting each other's different regulatory roles and regulatory regimes.
 - 11.2 Engage early and communicate in an open, honest and timely manner with one another if they have concerns or opportunities that need resolution or commitment.
 - 11.3 Raise issues and opportunities promptly and respond promptly to requests or other contact from the other.
 - 11.4 Share staff training and development opportunities where appropriate and provide mutual operational support.
 - 11.5 Work collaboratively to avoid duplication of expenditure of publicly funded resources.
 - 11.6 Advise the other's Relationship Manager promptly of any operational or policy concerns and/or opportunities.
 - 11.7 Implement policies, procedures and systems as appropriate to support the operation of this MoU.

- 11.8 Consult (where practicable) with the other before providing information or comment to the public, Parliament and the media on issues in which both Parties have an interest.
12. Where practicable and permitted by law, and to the extent appropriate, each Party will:
- 12.1 Provide information and advice where it will assist the other party in the performance of its current and anticipated statutory functions, powers or duties, and as contemplated by this MoU (currently being developed).
 - 12.2 Advise the other in advance of actions to be taken, or proposed to be taken, which the other might reasonably expect to be notified of or consulted about.
 - 12.3 Where either Party identifies a risk or potential risk falling within the jurisdiction of the other, signal that to the other party.
 - 12.4 Engage and consult with the other on any material proposed changes in legislation, regulatory policy, guidance, or decisions on regulation that may materially impact on the objectives and/or functions of the other.
 - 12.5 Notify the other if the implementation of legislation, regulatory policy, guidance or decisions on regulation by one party may impact on the objectives and/or functions of the other.
13. The Parties acknowledge that information sharing is fundamental to effective collaboration. The Commission and the Authority have established an Information Sharing Agreement that provides an agreed framework for exchanging information. This agreement sets out principles of transparency, security, and compliance with statutory obligations, ensuring that information sharing supports regulatory stewardship and system alignment.
14. The Information Sharing Agreement also reflects our shared obligations in relation to the use, storage, and retention of shared information. These obligations require that information be used for legitimate purposes, handled in accordance with any sensitivity or restrictions advised by the providing party, and stored securely in all formats. It includes reference to obligations under the Public Records Act 2005, rules for third-party disclosure, consultation under the Official Information Act 1982, and compliance with criminal and civil disclosure requirements.
15. The parties acknowledge the potential benefits of a shared reporting portal for network data and agree to explore at the appropriate time options for such a solution as part of ongoing collaboration.

Ngā hui | Meetings and other arrangements

16. The Parties have established, and agree to continue, a schedule of regular meetings.
17. Each party will appoint a **Relationship Manager** to assist with the implementation of this MoU and the continuing relationship between the Parties. The Relationship Managers for each party are:

The Commission	The Authority
Head of Water Regulation	Head of Systems, Strategy and Performance

44 The Terrace Wellington Telephone: 022 015 4877	10 Brandon Street Wellington Telephone: 027 789 7904
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18. The Relationship Managers will:
- 18.1 be the first point of contact between the Parties with respect to the implementation of this MoU;
 - 18.2 meet as required to discuss the progress of activities undertaken pursuant to this MoU, or to delegate activities to working groups within their agencies undertaken pursuant to this MoU, activities that could constitute current or future matters of joint interest, and any other matters relevant to the relationship between the Parties;
 - 18.3 develop or amend protocols relating to specific procedures and activities, as required; and
 - 18.4 notify each other of any changes to their representatives under this MoU.
19. Either party may terminate the relationship established by this MoU by giving three months' notice in writing to the other party.
20. Any modification of this MoU, including the addition, modification or termination of any Schedules, shall first be discussed by the Relationship Managers, and once agreed, shall be recorded in writing between the Parties.

Issue or dispute resolution

- 21. All issues, disputes and differences between the Parties about the interpretation or performance of this MoU will be resolved at the earliest opportunity between the Relationship Managers, wherever possible.
- 22. Only when matters remain unresolved or require further adjudication should they be referred to the respective Chief Executives in the first instance.
- 23. If the dispute or difference still cannot be resolved, third-party assistance may be sought if agreed to by both parties.
- 24. Each party will raise any operational or policy concerns through appropriate internal channels at the other party.

Costs

- 25. Unless the Parties mutually determine otherwise, the cost of meeting the commitments of this MoU shall be met by the party incurring the cost.

Legal

- 26. This MoU is non-binding and nothing in this MoU shall make either party liable for the actions of the other or constitute any legal relationship between the Parties.

27. The provisions in this MoU are to be read subject to any Chief Executive, Public Service Commission or Cabinet directives, and any enactment, regulations, rules or applicable case-law. For the avoidance of doubt, nothing in this MoU should be interpreted or applied inconsistently with either party's statutory functions, powers or obligations.
28. Where there are changes to Government policy or legislation that affect the purpose and functions of this MoU, each party agrees to inform the other of those changes at the earliest possible time thereafter and both Parties agree to meet to re-negotiate, if necessary, any aspects of the MoU.
29. Subject to legal requirements the parties agree to, keep secure any confidential information provided for the purpose of this MOU and immediately advise the other party if there has been unauthorised disclosure or use of any confidential information. The parties agree to ensure that confidential information is clearly identified.
30. If there is a request for release of any confidential information provided for the purpose of the MOU, the parties agree to consult each other for direction and advice on disclosure of that information.

Review of this MoU

31. This MoU may be reviewed at any time at the request of either party.
32. This MoU may be amended at any time by written agreement between the two parties. Any agreed amendments will be in writing signed by persons authorised to sign on behalf of the parties. The amendments will be attached to this MOU or in a replacement MOU.
33. The MoU will be reviewed three years following its signing.

Signed for the Commerce Commission



Suzanne Stew
Chief Executive

Date:

11/6/26

Signed for the Water Services Authority – Taumata Arowai



Allan Prangnell
Chief Executive

Date:

11/6/26