

northern ireland
water



Delivering what matters

CODE OF PRACTICE FOR
**works on
private land**



December 2018

Glossary

ASSI - Area of Special Scientific Interest

CCNI - Consumer Council Northern Ireland

Dfi - Department for Infrastructure

DAERA - Department of Agriculture, Environment and Rural Affairs

DoF - Department of Finance

LPS - Land & Property Services

NIE - Northern Ireland Electricity

NIEA - Northern Ireland Environment Agency

NI Water - Northern Ireland Water

PSNI - Police Service of Northern Ireland

UREGNI - Utility Regulator Northern Ireland

Introduction

This document is our Code of Practice for Works on Private Land.

It sets out what we will do when we lay or carry out works on private land and when we will do it.

It also explains what you the landowner and/or occupier are entitled to expect.

At times, we may have to lay pipes in land which is in private ownership or occupation e.g. when this is the most practical engineering and economic route available. Where that is the case, we will consult you and seek to minimise any damage. We will carry out reinstatement after our works so that the land is restored to its original condition and with the written acceptance of the landowner. Where this is not practicable, compensation is payable for loss or damage caused by the works. Alternatively, we may invite the landowner to carry out his own reinstatement at an agreed cost and for which we will pay. However, we will only pay for costs directly related to the reinstatement and all costs will have to be confirmed for audit.

We will comply with the Code wherever it is possible and reasonably practicable to do so. If we cannot do so, we will always explain why and we will confirm the reasons in writing upon request, for example in time of emergency Article 220 of the Water and Sewerage Services (Northern Ireland) Order 2006 when we must gain access to our assets or in circumstances where an urgent resolution to the provision of water or sewerage is required as in flooding or drought conditions.

We will also comply with any other relevant legislation:

This Code does not affect any other rights or powers that you, or we, may have.

This code is in three sections that describe what happens:-

- **before the works occur;**
- **during the works; and**
- **after the works have been completed.**

There are many other authorities who have an influence on how NI Water conducts its business, and we have to take account of their recommendations and any power they have to direct our work. The main authorities are:

Department of Agriculture, Environment and Rural Affairs (DAERA)

The Northern Ireland Environment Agency (NIEA) is an agency within DAERA and is concerned about protecting the environment. NIEA can impose certain conditions on NI Water in relation to the method of working and discharges to the environment.

DAERA also has an interest in farming issues.

Department for Infrastructure (DfI)

DfI Rivers is a Division within DfI and is concerned about protecting rivers.

Both DfI Rivers and DAERA can impose certain conditions on NI Water in relation to the method of working and discharges to the environment.

Northern Ireland Authority for Utility Regulation (UREGNI)

UREGNI is an independent non-ministerial government department responsible for regulating NI Water. We must comply with any condition imposed upon us by UREGNI.

Department of Finance (DoF)

Land & Property Services (LPS) is a Business Group within DoF and is the public authority that assesses the cost of land and compensation values for use of land. NI Water uses LPS to determine compensation amounts for reinstatement of land, etc.

The Lands Tribunal

The Lands Tribunal is an expert tribunal established by the Lands Tribunal & Compensation Act (NI) 1964. Although it is a court, it includes a valuer as well as legal members. The Lands Tribunal resolves a range of disputes about the value of land and buildings, and about their occupation, use or development.

This Code of Practice is available to download from our website, and is also available

- in Braille;
- in large print; and
- on CD and audio tape

Please contact us to discuss your requirements

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40 Old Westland Road,
Belfast, BT14 6TE

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Before the works occur



Before the works occur

Surveying, trial holes and investigative work

1. Once we are aware of the requirement for a new pipeline we may need to survey possible routes. This is so that we can work out the best route and the method by which to lay the pipe.

Unless it is an emergency, or we have agreed a shorter period, we will contact you and give you a minimum of seven days' written notice of our entry.

If we need to make any experimental trial pits, bore holes or probes so we can determine the nature of soils and geology below the surface of your land we will advise and consult you before we take entry onto the land. We will disturb the land as little as possible and avoid work where possible during wet ground conditions. If we are unable to fill in the hole immediately we will secure it and/or fence it off before leaving the site that day. We will reinstate the land to the landowner's reasonable satisfaction after any investigatory work.

Where investigative work is carried out NI Water will refer to LPS guidance regarding rates of payment. All sums will include damage and disturbance.

Consultation and notice of works

2. We are required to give you formal notice of our intention to enter your land to carry out works. The notice, which has to be in writing, will be accompanied by a plan at scale of at least 1:2500. These documents will give you information about where we intend to lay the pipe, the extent of the working area and when we intend to do the work.

It is advisable to file the notice and map with your Land Certificate or with the deeds for your property. This is important as subsequent purchasers of the land should be made aware of the existence of the pipe and apparatus.

NI Water will check with all the statutory agencies and undertakers, for example, DAERA, NIEA, NIE, Gas utilities, DfI before any work is carried out on private land.

You will be provided with contact details for a NI Water lands officer or project manager and you will be given the opportunity to discuss our proposal and to suggest amendments to the proposal, if necessary. Unless otherwise agreed, the Lands Officer will be your contact person for any NI Water matter relating to the work both before the work starts and after the work has been completed. The Lands Officer, any other NI Water official or agent operating on behalf of NI Water, will carry appropriate identification and won't mind waiting while you confirm their details.

Some criminals visit people's homes and pretend to be working for us. We call these people 'bogus callers'.

These callers can be men or women. They may trick you by saying there is an urgent problem with your water.

All our staff and contactors working on our behalf carry identity cards with their photo and the NI Water logo on it.

If we are carrying out work, our staff may need to go into your property.

Always ask to see their identity card.

If someone comes to your door claiming to work for us, please do the following:

- Check that your windows and front and back doors are locked.
- Stop and think, 'Am I expecting anyone?'
- Ask the caller to put their identity card through your letterbox, rather than opening the door.
- If you have one, attach your door chain before you open your door.

If the identity card is genuine it will have the following information on it:

- A picture of the person at your door.
- A unique serial number.
- The date the card was issued.
- The person’s name.
- The person’s signature.
- Our logo.

You can check that the person is who they say they are by phoning Quick Check on 101. Your call will be answered by a trained police call handler who will take the details from you and will then contact Northern Ireland Water to determine whether the caller is genuine. Our staff will not mind waiting while you check their details.

If you are not sure, do not open your door.

3. The applicable notice periods for work carried out by NI Water on private land are contained in the table below:

Event	Notice Period
Laying of a new pipe	At least 3 months prior to commencing work
Requisition (Customer application)	21 days from receipt of requisition
Pipe alteration or replacement	42 days prior to commencing work
Surveying or Testing Notice	7 days prior to commencing work
Minor alterations	7 days prior to commencing work

4. We will try to consult you and take your views into consideration before notice is served, but if for any reason, we have not been able to, we will consult you about what we propose to do during the notice period.

During that consultation we will be asking you for certain information which may include:

- contact information – how best to contact you, whether directly or through an agent;
- ownership (and occupancy if different, for example whether you have let the land and, if so, to whom). It would be helpful

if you would tell us if there is a change of occupier or owner;

- any proposals you have for developing the land - such as proposals for building any permanent structures or any existing or proposed planning consent;
- known pipes, cables, equipment or structures below the ground;
- anything which you believe might affect the timing of our works;
- the location of springs, wells, cesspools, septic tanks or land drains and in particular any deep land drainage system (see paragraph 24);
- any harmful materials, liquids or vegetation in the area where we will be working or any contaminated land or if the land has been subject to any notifiable plant or animal diseases;
- any areas with special needs e.g. ASSI's, protected flora and fauna, archaeological considerations, public rights of way, trees subject to preservation orders or conservation areas;
- planned cropping and stocking; and
- any other factor which you believe is relevant/will affect our works compensation.

5. Before we lay a pipe we need to plan a route we consider many aspects including:

- the directness of possible routes including considerations of working in public land and working in private land;
- the cost (both of laying and of maintaining the pipe);
- the amount of any compensation which we may have to pay;
- the disruptive effect of the works (to traffic, businesses and individuals);
- engineering considerations;
- the desirability of achieving gravity flow; and
- the avoidance of sites of environmental importance

6. We will take account of all the matters mentioned above, as well as considering, and discussing with you, any suggestions that you (and/or adjacent landowners who are affected by the project) have about the route of the pipe, the timing of the works, and the reinstatement of land and land drains. By the time of making the final decision about the route, we will have taken into account both engineering and operational needs and the long and short term costs of the works, as well as any comments suggestions or representations you or your agent have made. If at this stage, we are unable to meet any suggestions that you have, we will explain the reasons for this to you. We will confirm the reasons in writing, if you ask us to do so.

7. The period of notice allows time for any discussions regarding suggested alterations or written representations to be addressed before we start work. At the end of that time we hope that matters between us will have been agreed. However, if you refuse us access to your land, in accordance with the notice we gave you, we are able to apply to a Magistrate to seek authorisation for entry onto the land.

8. Once we start work we will keep as closely as possible to the notified route. If we find we are not able to do so we will consult with you. If we find that we need to make changes we will serve an amended map.

9. If, for any reason, the works do not start at or shortly after the proposed date, we will advise you of the amended timing. Once the proposed starting date is determined we should be able to give you a reasonable idea of how long the works will take, and also how long we anticipate any reinstatement will take. We will keep you informed of the progress and the planned completion date of the work. Once a statutory notice has been served, you should not do anything on the land in question that might hinder or prevent us exercising our statutory rights but you should continue your normal agricultural operations up to the actual time of entry. If you are in doubt, please contact Waterline on 03457 440088.

Timing of the works

10. Within engineering, operational and other constraints we endeavour to do the works at a time which will cause least damage to land.

Agents

11. In some circumstances you may feel it is appropriate to appoint an agent, e.g. a valuer or surveyor experienced in this type of work, to act on your behalf in advising you on the works, protecting your interests and assessing and agreeing your claim for compensation. If you do so, we shall pay the reasonable cost of the agent's fee after the claim has been settled. If you want further information about this you should check with your agent or with NI Water directly. NI Water does not usually pay legal fees unless we ask you for a formal easement document that requires additional legal work.

Record of condition of land

12. We will make a full schedule of the condition of the working area, including any buildings in close proximity, any accesses and any working compound in respect of the proposed scheme. This may consist of (any or all of) written notes, photographs, or a video recording with verbal commentary. The purpose of the record is to help both you and us check that we have adequately reinstated the affected land (unless you have asked us to consider alternative proposals) and that any buildings remain in the same condition.

Contacts

13. Before the works commence we will give you the name, workplace address and telephone number of the person responsible for supervising the works. Normally, he/she will be available during working hours and will remain available for 12 months after the completion of the works. The emergency Waterline telephone number is 03457 440088 for use outside normal working hours or if the lands officer or project manager is unavailable.

Location of pipes and equipment

14. Normally all our pipes are laid below ground. We prefer to lay them with 900mm (approximately 3 feet) minimum cover to the crown of the pipe as this protects them from frost and also from interfering with any agricultural operations.

Sometimes there are engineering problems or obstacles such as rock outcrops, which prevent this. If this happens we will advise you of the final position and depth and provide maps. We may, unless otherwise agreed with you, place permanent marker posts at field boundaries to show the location of the pipe and chambers. There are occasional instances where other locations may be unavoidable and we will try to place markers in a position to minimise interference with future agricultural operations. The marker posts will not cause harm to livestock. If you have deep land drainage you should alert us to this before we start work.

15. Generally, we put all of our pipes and accessories below ground level. However, where we need to install a manhole or other accessory that will be raised or at ground level we will try to place it in a position to minimise interference with future agricultural operations. For engineering reasons, we need to install manholes where a sewer changes direction, gradient or depth, and at regular intervals (usually around 100m – approximately 110 yards). On water mains we may also need to install air valves at high points, and washout valves at low points. Where we need to install an accessory at or above ground level we will always discuss this with you first. If it is necessary to have a manhole in your garden, we will always discuss its location with you, and if possible give you a choice of its final siting within your garden.

During the works



During the works

Supervision

16. We will make sure that anyone working for us on your land is properly supervised and that they have been told not to stray outside the working area. If you have told the NI Water lands officer or project manager about anything that requires special attention he/she will ensure that it is brought to the attention of our workers who will take it into account. All NI Water's contractors are legally obliged to have full indemnity insurance.

17. If we are working close to residential properties and need to work on bank holidays, weekends, or between the hours of 7.30pm and 7.30am we will tell you in advance. Please note that in an emergency we may not be able to notify the landowner/occupier in advance.

Access for owners and occupiers

18. We realise the importance to you of maintaining access to your property. Within reason and subject to safety considerations, we will accommodate access with stock or vehicles across the working area by prior arrangement. NI Water's Contractor is responsible for all health and safety arrangements on site, will have fencing and signage erected on site and must comply with the requirements set out in NI Water's Water Mains Rehabilitation Framework (Northern Ireland). If the location of the working area is such as to cut off access to part of your property we will discuss this with you before we commence work. If appropriate, we will provide temporary foot crossings, gates, steps or stiles and discuss their location with you.

19. We will try to keep open existing means of access to areas served by the works unless it would be more appropriate to provide an alternative. Where a common access is to be used both by you and us we will endeavour to keep that access as clear as possible from mud and dust arising from our works. We will ensure that there is a minimum of interference with any existing means of access for emergency vehicles.

Access for ourselves

20. Normally we will gain access to our works over the working area. However, if access is required by any other route we will (unless it is an emergency) first consult you and include any additional access in the notice.

21. We will not construct any permanent gates, steps or stiles at the boundary between your land and a highway or public path without your consent, or between your land and neighbouring land without the consent of both landowners. We will maintain public access rights. Any compensation payment will be assessed by LPS and will include an amount for loss of use, access and crop loss (if applicable).

Security of your property and of the working strip

22. Before we start work we will talk to you about whether the working area needs to be fenced. If the working area is next to land on which livestock will remain, we will erect a suitable stock proof fence. In these circumstances, we will ensure that the stock proof fence is maintained during the course of the works (and reinstatement) and will erect straining posts at junctions of our fencing with existing fencing, and ensure both fences are secured and strained to the posts. Where livestock stray via the working area through our proven acts or omissions, we will give consideration to claims for loss or damage.

For safety reasons you will not have access to the working area otherwise than by prior arrangement. However, we will ensure that, if necessary, you have access across the working area and that during the works, and reinstatement, the existing level of security of your property is not reduced.

On removal of any temporary fencing, the post holes will be filled with suitable material and the ground reinstated.

Topsoil

23. We will seek to preserve the structure of the soil. When topsoil is stripped from the land we will store it separately from other

excavated materials. We will not compress it with machinery. When the works are finished adequate subsoil preparation will be undertaken prior to replacing topsoil.

The excavated material will be replaced, so far as possible, to the condition it was prior to the works, and in particular topsoil will be replaced to the same depth as it was originally and there will be no large stones excavated during the works left on the surface.

If, for any reason, we are unable to return the same topsoil that was removed from your land it will, unless otherwise agreed with you, be replaced by soil of a similar nature, structure and quality. NI Water will ensure compliance with all statutory obligations regarding the excavation of top soil.

Land drainage

24. If you have any records of existing land drains, these should be made available to us at the earliest opportunity. Wherever possible, we will seek to avoid disturbing or damaging land drains. We will then discuss with you the reinstatement work to any land drainage system affected by the works, as in some circumstances this may need to include preliminary work before pipe laying operations start. If we are made aware of an extensive land drainage system prior to any works, we may engage a land drainage consultant to draw up a remedial scheme.

25. If we discover a land drainage system during our work that you were not aware of we will inform you of this. If we disturb that drainage system or any known drainage system we will do everything that we reasonably can in the particular circumstances of the land and regarding our works to reinstate them. We will, where practicable, lay our pipe under the land drainage system. We will tell you when we are going to carry out remedial work and will give you the opportunity to inspect the site.

26. We will make a record (which will include photographs) of any land drains disturbed and the replacement/ reconnection work carried out. We will provide you with a copy, on request. If we construct any land drains in locations where they did not previously

exist we will discuss this with you, give you an opportunity to inspect the site and provide you with a record of the works on completion including location.

You may wish to consider filing a copy with the deeds to your property.

Watercourses

27. Where our pipe crosses beneath a watercourse, it will be laid in accordance with the requirements of the NIEA Fisheries Bodies (where relevant), and DfI Rivers. In the absence of such requirements, the top of the pipe will be at least 300mm (approximately 1 foot) below the original cleared bottom of the watercourse and will be covered by concrete.

28. If our works affect any watercourse we will discuss our proposals with you, and we will ensure that it remains in as effective a condition for land drainage after the conclusion of the works as it was before.

Water supplies and other services

29. If we interrupt or accidentally damage any water supplies or other services in our working area, we will repair the damage, or provide an adequate alternative as soon as reasonably practicable. We will also take all reasonable steps to ensure that our works do not pollute any water supplies or watercourses. If there appears to be any possibility of interference with private water supplies, such as wells or springs, we will arrange for samples to be analysed to determine quality and bear the cost of these, and for levels in wells and flows from springs to be recorded and agreed before, and after the works, provided you have drawn this need to our attention in sufficient time.

Troughs, standpipes or field supplies located within the working area will be moved to a new, temporary or agreed, permanent location. There may be circumstances where water supplies that were not previously metered will have to be replaced by a metered mains water supply. In such cases, the landowner will be responsible for future charges. If this affects the value of the land it will be taken into account by LPS in the

assessment of compensation. When work is being carried out it is advisable that landowners monitor their water meter usage.

Areas affected by disease

30. Prior to commencement of the work, we will contact DAERA and will take all appropriate measures to prevent the spread of animal disease or plant disease and will comply with all applicable DAERA and NIEA regulations and guidelines. In addition, if you advise us that the area in which we have to work is infected by a disease notifiable under the Diseases of Animals (Northern Ireland) Order 1981 (e.g. foot and mouth) we will follow the bio security requirements of DAERA. If we have to make an emergency entry, we will take all necessary precautions. If DAERA has imposed requirements to avoid spreading soil-borne pests and diseases, we will, of course, be subject to, and comply with, any such operational restrictions.

Fishing and sporting rights

31. Neither our staff, nor our agents, will be allowed to carry firearms on the working area.

We will not bring animals onto the site (with the possible exception of guard dogs, subject to the Dogs (Northern Ireland) Order 1983).

32. If there are fishing or sporting rights adjacent to the working area we will use reasonable endeavours to see that our works minimise any interference with the enjoyment of them.

Facilities for workmen

33. If we bring any huts or caravans on to the working area on your land they will not, except where there is a security risk, be used for overnight accommodation without your permission. We will provide sanitary equipment for the convenience of our workmen to avoid fouling the surrounding land.

Private agreements

34. If you make any agreements directly with our contractors, you should note that we will not be responsible for any consequences nor will we intervene in any such agreement made between yourself and the contractor.

Explosives

35. If we have to store or use explosives we will give you notice and tell you the periods when the explosions may be expected. We will not use explosives at weekends, bank holidays or between the hours of 7.30pm and 7.30am unless it is essential and is unlikely to cause you any significant disturbance.

Cathodic protection

36. Cathodic protection is an arrangement that can be used to increase the life of a pipeline by limiting the natural corrosion process in metal pipes.

If we provide cathodic protection for any part of our equipment, we will also take steps, where necessary, to safeguard buildings and structures near our works.

Temporary support

37. If the carrying out of our works means that any of your buildings, structures or equipment may need temporary underpinning or support, we will consult you. We will then provide the necessary protection and support.

Fossils and articles discovered

38. If we discover any coins, fossils or other articles during our work we will inform you and the appropriate archaeological body. We will not retain them or lay any claim to them. We have a legal obligation to have regard to the protection and conservation of objects of archaeological interest. Accordingly, we may employ or involve an archaeologist to examine the works as they progress. This will, however, be discussed with you first.

After the works



After the works

Reinstatement

39. In doing our works, we will try to do as little damage as possible. Temporary damage, such as topsoil stripping may take place in order to effect good working practice and reinstatement. At the completion of the works, we will restore the area affected to the same condition that it was in before we started.

40. We will remove all tools and equipment and any contaminants brought to the site, and take away any surplus excavated material unless you ask us not to and we are legally able to comply with such a request.

The site will be left clean and tidy. Before we hand the working area back to you, we will arrange a joint inspection to ensure satisfaction and written agreement. Alternatively, we may invite you to carry out your own reinstatement at an agreed cost, for which we will reimburse you.

41. If we have damaged or removed any fence, bank or wall, we will repair or replace it as necessary. If we have damaged a hedge or tree we will replant it with appropriate species and erect a secure, protective fence to allow the hedge or tree to become established. Alternatively, we will pay compensation.

Wherever possible we will seek to avoid felling or lopping any mature trees but if it is unavoidable we will consult you first. If the trees are subject to a preservation order or in a conservation area we will also consult the appropriate authority and abide by its conditions. If we have felled any mature trees, they will remain your property. If you wish, we will dispose of them in accordance with any reasonable requests.

42. If the work has been in a garden we will do our best to ensure that the reinstated garden matches the unaffected garden. If necessary, we will employ an accredited garden landscaper for the reinstatement works. Where this is not practical, or if you prefer, compensation will be agreed for you to carry out the work yourself.

43. In the event that a land drainage system is not adequately reinstated we may seek the advice of an independent land drainage specialist. Alternatively, compensation may be paid.

The contractor's maintenance period is normally 12 months from the completion of any works on private land and a Lands Officer will be available during this time, if you have any concerns you wish to raise.

Information

44. We will inform you in writing of the 'as laid' position and depth of the pipe (if less than 900mm deep - approximately 3 feet) and the extent of the land (the sterilised area) which needs protection. The width of the area will be kept to the minimum possible and will be sufficient only for us to gain access and work on the pipe to enable future maintenance, repairs or alterations to take place.

In order to avoid damage to the pipe and to allow us access landowners should not plant trees or erect structures in that area without NIW's express permission

Compensation

45. If we have caused permanent loss in the value of your land as a result of the presence of our pipes; or if you have suffered temporary losses or disturbance caused by the works; or if you have suffered damage to your property that we have not been able to put right, you may be entitled to reasonable compensation.

You should note that disturbance compensation will only be paid for items, which are directly and unavoidably incurred as a result of our work. If you are experiencing significant disturbance, you should, at the time of the disturbance, keep your NI Water Lands Officer or project manager informed and let him know if you are likely to incur additional costs.

It is in your own interest to keep a diary of events. If you have appointed an agent he will prepare and negotiate your claim for you. Your claim will be treated confidentially.

If you or your agent ask us in writing, we will

pay an advance of 90% of our assessment of your loss within three months of receipt of your quantified claim and evidence of your entitlement. Your agent will be able to advise you about this.

46. If after negotiating with us, the level of reasonable compensation cannot be agreed, the matter can be referred to the Lands Tribunal. It is up to the Tribunal to decide if, and how, costs should be awarded.

The Lands Tribunal contact details are:

The Registrar
The Lands Tribunal
Royal Courts of Justice
2nd Floor
Chichester Street
BELFAST
BT1 3JJ

Tel: 028 9032 7703
Fax: 028 9054 6178

Email: lands.tribunal@dfpni.gov.uk

47. If, in the future, you wish to develop the land you may ask us to alter or remove the pipe at your expense. If the request is not unreasonable, we have a duty to comply.

Complaints

What to do if you are not happy with our services

48. We are committed to giving you the service you expect, all day, every day.

If you are disappointed with our service, we want to hear from you. This gives us the chance to put things right for you and make improvements so that other customers may benefit.

You can contact us using the information below.

Northern Ireland Water
PO Box 1026
Belfast
BT1 9DJ

Phone Waterline: 03457 440088
Text Relay Service: 03457 440088
Fax: 028 9016 8002
Email: waterline@niwater.com
Website: www.niwater.com

You can ask for a free copy of our complaints procedure or you can download it from our website.

Independent help and advice from the Consumer Council

If you remain unhappy with how we initially dealt with your complaint or would like free, independent advice, you can contact the Consumer Council. The Consumer Council has the power to act on your behalf and investigate your complaint about our service; they can provide assistance if you need help when making a complaint.

Consumer Council

Floor 3, Seatem House
28-32 Alfred Street
Belfast
BT2 8EN

Phone: 0800 121 6022
Text Relay Service: 028 9025 1600
Fax: 028 9025 1663
Email: contact@consumercouncil.org.uk
Website: www.consumercouncil.org.uk

Other useful contacts

The Utility Regulator is the independent non-ministerial government department responsible for regulating Northern Ireland Water.

The Utility Regulator

Queens House
14 Queen Street
Belfast
BT1 6ED

Phone: 028 9031 1575
Fax: 028 9031 1740
Email: info@uregni.gov.uk
Website: www.uregni.gov.uk