

### SCHEDULE 3

(introduced by section 3(7))

#### DISSOLUTION OF WATERWATCH SCOTLAND: ARRANGEMENTS FOR STAFF, PROPERTY ETC.

##### *Transfer of staff*

- 1 With effect from the date on which section 3 comes into force, any person—
  - (a) employed by Waterwatch Scotland Limited, and
  - (b) who is, in the opinion of the Convener of the Water Customer Consultation Panels (in this schedule referred to as “the Convener”), primarily involved in assisting with the exercise of the functions of the Convener described in section 6A of the Water Industry (Scotland) Act 2002 (Convener to investigate complaints),is transferred to the employment of the Scottish Public Services Ombudsman.
- 2 (1) With effect from the date on which section 3 comes into force, any person—
  - (a) employed by Waterwatch Scotland Limited, and
  - (b) who is, in the opinion of the Convener, primarily involved in assisting with the exercise of the representative functions of the Convener,is transferred to the employment of the National Consumer Council.
  - (2) For the purposes of sub-paragraph (1), the “representative functions” of the Convener are those functions relating to the representation of the views and interests of persons whose premises—
    - (a) are connected to the public water supply system or the public sewerage system (within the meaning of Part 2 of the [Water Services etc. \(Scotland\) Act 2005 \(asp 3\)](#)) or both, or
    - (b) might reasonably become connected to either or both of those systems.
- 3 (1) This paragraph applies to any person who—
  - (a) is (immediately before section 3 comes into force) employed by Waterwatch Scotland Limited, and
  - (b) in the opinion of the Convener, does not fall within the description of a person whose employment is to be transferred by virtue of paragraph 1 or 2(1).
  - (2) The Convener must specify whether the person’s employment is to transfer to the Scottish Public Services Ombudsman or to the National Consumer Council.
  - (3) With effect from the date on which section 3 comes into force, the person is transferred to the employment of the employer specified by the Convener under sub-paragraph (2).
  - (4) For the purposes of paragraphs 4 to 6—
    - (a) a person who is transferred to the employment of the Scottish Public Service Ombudsman by virtue of this paragraph is to be treated as though the transfer was by virtue of paragraph 1, and
    - (b) a person who is transferred to the employment of the National Consumer Council by virtue of this paragraph is to be treated as though the transfer was by virtue of paragraph 2(1).
- 4 The contract of employment of a person transferred by virtue of paragraph 1 or 2(1)  
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*Status: This is the original version (as it was originally enacted).*

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- (a) is not terminated by the transfer, and
  - (b) has effect from the date of transfer as if originally made between the transferred person and the Scottish Public Services Ombudsman or, as the case may be, the National Consumer Council.
- 5 Without prejudice to paragraph 4, where a person is transferred—
- (a) by virtue of paragraph 1—
    - (i) all the rights, powers, duties and liabilities of Waterwatch Scotland Limited under or in connection with the person’s contract of employment are transferred to the Scottish Public Services Ombudsman on the date of the transfer, and
    - (ii) anything done before that date by or in relation to Waterwatch Scotland Limited in respect of the person or the contract is to be treated from that date as having been done by or in relation to the Scottish Public Services Ombudsman,
  - (b) by virtue of paragraph 2(1)—
    - (i) all the rights, powers, duties and liabilities of Waterwatch Scotland Limited under or in connection with the person’s contract of employment are transferred to the National Consumer Council on the date of the transfer, and
    - (ii) anything done before that date by or in relation to Waterwatch Scotland Limited in respect of the person or the contract is to be treated from that date as having been done by or in relation to the National Consumer Council.
- 6 Paragraphs 1 to 5 do not affect any right of any person so transferred to terminate the person’s contract of employment if the terms and conditions of employment are changed substantially to the detriment of the person; but any such change is not to be taken to have occurred by reason only that the identity of the person’s employer changes by virtue of those paragraphs.

*Transfer of property etc.*

- 7 (1) With effect from the date on which section 3(1) comes into force all property (including rights) and liabilities of Waterwatch Scotland Limited held, used or, as the case may be, incurred by Waterwatch Scotland Limited for the purposes of or in connection with the exercise of the Convener’s functions under section 6A of the Water Industry (Scotland) Act 2002, are transferred to and vest in the Scottish Public Services Ombudsman.
- (2) With effect from the date on which section 3(3) comes into force all property (including rights) and liabilities of Waterwatch Scotland Limited held, used or, as the case may be, incurred by Waterwatch Scotland Limited for the purposes of or in connection with the exercise of functions other than those of the Convener mentioned in sub-paragraph (1) are transferred to and vest in the National Consumer Council.

*Transfer of undetermined complaints*

- 8 (1) This paragraph applies in relation to any complaint (“an undetermined complaint”)—
- (a) made or referred to the Convener under section 6A of the Water Industry (Scotland) Act 2002,

- (b) which has not been determined by the Convener before the date on which section 3(1) comes into force, and
  - (c) which cannot otherwise be determined (but for sub-paragraph (2)) by the Scottish Public Services Ombudsman (“the Ombudsman”) under the Scottish Public Services Ombudsman Act 2002.
- (2) For the purpose of enabling an undetermined complaint to continue to be dealt with, section 6A of the Water Industry (Scotland) Act 2002 continues in force despite its repeal and has effect as it had effect immediately before its repeal but—
  - (a) as if any reference in it to the Convener were a reference to the Ombudsman, and
  - (b) subject to such further modifications (if any) as may be made by virtue of section 132.
- (3) For the purposes of this paragraph a complaint is determined by the Convener if the Convener—
  - (a) has decided to conduct an investigation in relation to the complaint and that investigation is concluded, or
  - (b) has decided not to investigate in relation to the complaint.
- (4) Nothing in this paragraph affects the validity of anything done (or having effect as if done) by or in relation to an undetermined complaint by the Convener under the Water Industry (Scotland) Act 2002 before the repeal of section 6A of that Act by this Act.
- (5) Anything (including legal proceedings) which, at that time, is in the process of being done by or in relation to the Convener may, so far as it relates to an undetermined complaint, be continued by or in relation to the Ombudsman.
- (6) Anything done (or having effect as if done) by or in relation to the Convener in relation to an undetermined complaint has effect as if done by or in relation to the Ombudsman in so far as that is required for continuing its effect on or after that time.