

where it is necessary for the purposes of this decision. I have carefully considered all of the documents submitted by the parties in support of their submissions and presented to me. The parties should also be reassured that if I have not referred to a particular document or matter specifically, this should not be taken to mean that I have not considered it in reaching my decision.

Customer's and company's positions

5. The customer submits that in August 2015 the company supplied his home with contaminated drinking water. It advised customers of the steps required to make the water safe to drink. He then informed the company of his own costs in actioning these steps. Once the issue with the water supply was resolved he sent the company an invoice in the sum of £2300.00 to cover his labour for the period 8 August 2015 to 31 August 2015. The company has refused to pay this.
6. The company asserts that, on 6 August 2015 it issued its customers with advice to boil their water. When this was no longer required it automatically paid its customers compensation. It is under no legal requirement to pay for personal time. The customer is not one of its employees, he is a domestic customer. It has followed all of its policies, processes and legal and regulatory requirements.

Adjudicator's findings and reasons

7. I find that:
 - a. The customer has made clear that his dispute is about the company's failure to pay his invoice for labour, in the sum of £2300.00. He is not seeking compensation on any other basis and he states that he is against the "current "compensation culture"".
 - b. The company sent the customer literature advising him to boil his water before use. The customer then sent the company correspondence to confirm that he would carry out the actions required at a cost of £100.00 per day.
 - c. In order for a contract to be formed there must be offer and acceptance. The customer offered his services to the company at a cost of £100.00 per day but at no point did the company accept this offer. Therefore no contract was formed and the company had no obligation to pay the customer.
 - d. I note the customer's view is that the company provided him with an offer to carry out work on its behalf and that he then accepted that offer and advised the company of the cost. The customer's understanding is that there was a contract on this basis. However, having reviewed the literature sent to the customer, it is clear to me that the company was not seeking to procure the customer's services, rather it was simply advising him of

the steps he would need to take to ensure his water supply was safe to drink. There was no offer for the customer to accept.

- e. In light of the above I am satisfied that the company had no contractual obligation to pay the customer for his labour. And, the customer has not demonstrated that the company would be required to pay such costs on any other basis. Therefore, whilst it is clear that the company refused to pay the customer's invoice, this does not demonstrate that the company failed to provide its services to the standard to be reasonably expected. Consequently, the customer's claim is unable to succeed.

Conclusion

8. My conclusion on the main issues is that:
 - a. The company has not failed to provide its services to the standard to be reasonably expected.
 - b. The reasons given by the customer are not sufficient to justify his claim.
9. Therefore, I conclude that the claim is unable to succeed.



**Justine Mensa-Bonsu LLB (Hons), PGDL, MCI Arb
Adjudicator**