

# WATRS

## Water Redress Scheme

### ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /0563

Date of Decision: 21 August 2017

#### Complaint

The customer's claim is that he wishes to renege on paying for a contract with the company to provide his property with a new water supply pipe because the private supply pipe previously supplying his property was inadequate and the company should therefore supply the new connection without charge.

#### Defence

The company submits that it entered into a signed contract with the customer to provide a new water supply connection pipe to his property. The contractually agreed cost was £3326.00. The customer paid part of this bill but later denied any liability to pay, asserting that the company should provide the service for free as his private supply pipe was inadequate. The company explained that it is not responsible for the customer's private supply pipes and maintains that the contractually agreed charge is correctly payable.

#### Findings

The company has correctly adhered to the terms of contract agreed between the parties and explained to the customer that it is not liable for maintaining the customer's private supply pipes. There is no substantive evidence that proves the company was obliged to provide the customer with a new supply connection free of charge. The company has not failed to provide its services to the standard to be reasonably expected.

#### Outcome

The company does not need to take any further action.

The customer must reply by 19 September 2017 to accept or reject this decision.

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# ADJUDICATOR'S DECISION

Adjudication Reference: WAT/ /0563

Date of Decision: 21 August 2017

## Party Details

Customer: [REDACTED]

Company: [REDACTED]

## Case Outline

### **The customer's complaint is that:**

- He requested that the company provide a new water supply to the front of his property as the old supply from a private supply pipe was inadequate.
- The company advised the customer that it is not obliged to provide a new supply pipe for free and the customer therefore entered into a contract for this service at a cost of £3326.00.
- The customer had the new water supply pipe installed and paid part of the bill but now submits that it should be the company's responsibility to pay for this pipe and requests that it cancel this charge and refund him the sum already paid.
- The matter was referred to CCWater (The Consumer Council for Water) who concluded that the company had correctly charged the customer for the new water supply pipe.

### **The company's response is that:**

- It confirms the customer's submission that he requested the installation of a new supply pipe to his property.
- It carried out a survey and produced a quotation of £3326.00 for the cost of completing this work. The customer agreed to this and signed a contract agreeing to pay for this work.
- The work was carried out successfully but the customer now disputes that he should pay for the installation of the new supply pipe to his property. The customer asserts that the private pipe

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previously supplying his property was not good enough so the company should be obliged to provide a new supply pipe to his property for free.

- The company explains that the customer's property was connected to a shared private supply pipe which it has no duty to maintain (as it is private). The company submits that it is only responsible for the public supply pipe to which the shared private supply pipe is connected and there are no issues with this.
- The company does not accept any liability to provide the redress claimed by the customer.

### How is a WATRS decision reached?

In reaching my decision, I have considered two key issues. These are:

1. Whether the company failed to provide its services to the customer to the standard to be reasonably expected by the average person.
2. Whether or not the customer has suffered any financial loss or other disadvantage as a result of a failing by the company.

If the evidence provided by the parties does not prove both of these issues, the company will not be directed to do anything.

I have carefully considered all of the evidence provided. If I have not referred to a particular document or matter specifically, this does not mean that I have not considered it in reaching my decision.

### How was this decision reached?

1. The crux of this dispute lies with the customer's assertion that he should be entitled to renege on his contract with the company to pay for the installation of a new supply pipe at his property because the private supply pipe previously supplying his property was inadequate. The customer indicates that the company should be obliged to provide the new supply pipe to his property for free and it should refund him the amount already paid and waive the outstanding balance.
2. I remind the parties that any new evidence provided at the comments stage must be disregarded. I will proceed accordingly.

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3. I am mindful that I have been provided with a copy of the contract for the installation of a new private supply pipe to the customer's property. I note that this contract clearly sets out the price of the service (£3326.00) and is signed and dated by the customer. Upon review of this evidence, I am only able to conclude that a valid contract for the service was entered into between the parties. Accordingly, under the circumstances, I do not find that the company's request that the customer honour the terms of the contract amounts to a failure to provide its services to the customer to the standard to be reasonably expected by the average person.
4. I acknowledge the customer's assertion that the old private supply pipe to his property was inadequate; therefore the company should provide a new supply pipe to his property for free. Notwithstanding the existence of a valid contract between the parties to pay for this service (as detailed above), I am mindful that I have not been provided with any substantive grounds, such as a legal responsibility or service requirement, which places any obligation on the company to provide a new supply pipe to a property free of charge in the event that its own private supply pipe is inadequate.
5. To the contrary, I note that section 45(2) of the Water Industry Act 1991 provides that where a notice (or in this case; an application), has been served requesting a new connection be made, the connection shall be made at the expense of the person serving the notice/making the application (the customer).
6. Accordingly, in light of all the above, I am only able to objectively conclude that the customer is correctly liable for the contractually agreed cost of supplying a new connection pipe to his property and the company has not failed to provide its services to the standard to be reasonably expected by the average person by maintaining this position throughout its communications with the customer (as detailed in the communicative exchanges between the parties).
7. Consequently, in the absence of any substantiated failures on the part of the company to warrant the redress claimed, I must conclude that the claim does not succeed and the company does need to take any further action.

#### **Outcome**

The company does not need to take any further action.

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## **What happens next?**

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 19 September 2017 to accept or reject this decision.
- When you tell WATRS that you accept or reject the decision, the company will be notified of this. The case will then be closed.
- If you do not tell WATRS that you accept or reject the decision, this will be taken to be a rejection of the decision.



**E. Higashi** LLB (Hons), PGDip (LPC), MCIArb.

**Adjudicator**

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