

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT X330

Date of Final Decision: 16 February 2023

Party Details

Customer:

Company:

Complaint

The customer complains that the company provided poor supervisory and customer services in respect of the connection of a supply pipe to his property. The customer complains that the company did not supervise the construction of the trench and its actions caused him to fall out with his neighbour and to incur additional costs. The customer complains that the company has not answered his complaint and asks for an apology and compensation,

Response

The company says that it is not liable for this claim. It provided a plan for the connection point to which the customer agreed, but his contractor constructed the REDACTED and REDACTED beyond the correct place. The company has agreed to a different location for the connection point due to the difficulties experienced by the neighbour and as a matter of goodwill provided a new plan free of charge and paid the costs to the local authority of road closure, which would otherwise have been the responsibility of the customer.

Findings

I find that the company has provided its services to the expected standard. The customer had agreed to a connection point in his neighbour's REDACTED, which turned out to be unsatisfactory to the neighbour. The company was not required to inspect the REDACTED as an approved contractor had been used and the company also carried out its responsibilities to the expected standard when the customer's contractor extended the REDACTED beyond the connection point. As there were difficulties with the neighbour, the company promptly agreed to a different connection point and made goodwill gestures. As for whether the company failed to respond to the customer's questions, the customer at first appeared to be suggesting that the company was liable for the actions of his contractor. Following some crystallisation of the issues by the REDACTED I find that the company's correspondence met the gist of the customer's claim.

This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.



Outcome

The company does not need to take further action.

This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.

ADJUDICATOR'S FINAL DECISION

Adjudication Reference: WAT X330

Date of Final Decision: 16 February 2023

Case Outline

The customer's complaint is that:

- The customer explains that he set about getting his property connected to mains water in REDACTED. He used a REDACTED contractor, having used the link from the company's website to appoint him. The customer assumed that the contractor would be reliable and know what he was doing. From the outset, there were issues with his work, which the customer raised with the company several times. The customer was repeatedly assured that before the job was signed off, the contractor would need to provide photographic evidence of his work.
- When challenged on this (which the customer had to issue a Freedom of Information request to obtain) the company had just two photographs that could have been taken anywhere. There were no photographs of the trench work in the REDACTED.
- Following a site visit by one REDACTED from the company, it then transpired that the connection had been made to the wrong place. This caused a dispute with the customer's neighbour.
- Having challenged the company over this issue, the company eventually conceded that the pipe could in fact be connected to where it had been laid originally, but in doing so, the company did not address the issue that the company had directed the appointment of a land agent by the neighbour or that REDACTED had gone on the neighbour's property unannounced.
- The customer has complained to the company and through the Consumer Council for Water (CCWater) which made a recommendation to the company to compensate him. On both occasions the complaint has been dealt with by the REDACTED (REDACTED). The customer has asked some very specific questions, which the company chooses to ignore. It believes that this is an issue for the customer to resolve with the contractor.
- Even in his latest response there are clear inaccuracies.
 - He states REDACTED attended the site on REDACTED and despite not informing the customer or his neighbour, met the contractor on site. The customer says that this is "a lie" and refers to a text message from the REDACTED which only said that

This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.

- REDACTED had called him and informed him that the pipe had been laid to the wrong place. He asked if the customer had met with REDACTED that day, which he had not.
- He also states that "REDACTED did attend to review the work. The inspector reviewed the depth of the pipework at the proposed connection point and raised no concerns". The customer says that he was at home on REDACTED as he works from home. At no point did REDACTED come onto his property that day to view the work or make this assessment. All trench work had also been back filled at this point, so again, the customer considered this to be another "lie", as he did not carry out this inspection.
 - No one had authorised REDACTED to deal directly with the contractor. The company has not responded to this point.
 - Finally, he states that the company says, "You were asked to chlorinate the new pipework from your property to the connection point" yet having submitted an FOI request to get details of REDACTED report it states "chlorination not required". At no point was the customer asked to provide a REDACTED certificate before the supply could be connected.
- Since the customer began the complaint, the company's contractor connected the water supply and turned it on without notifying the customer, which resulted in this flooding his outbuilding. The company later attributed this to the contractor having failed to shut off the stopcock.
 - The customer says that the whole issue could have so easily have been resolved by someone at the company simply picking up the telephone and speaking to him. He says that he has spent months in protracted correspondence with the company and the regulatory bodies trying to simply get some straight honest answers. He has repeatedly been provided with conflicting information, constantly had to chase responses and there is a lack of due diligence regarding the processes that have led to this situation. He says:

"It cannot be right that having repeatedly asked for assurances, I've either been provided with false information or REDACTED simply fail to follow some of the most basic requirements of their customer care obligations. There is simply just no acknowledgement either of the issues this whole affair caused with my neighbour and the disruption caused by REDACTED visit. The fact that he was instructed to get a REDACTED on site, someone has to pay for that visit, which I understand is me

and having caused the issue in the first place, REDACTED should cover these costs.”

- Whilst the customer says that he cannot evidence his costs in all of this, many hours work has gone into this and having spent nearly REDACTED to be connected to the mains, he does not believe that he should have no redress for any subsequent issues as the company will not be held accountable nor can it offer up any assurances that the works were completed satisfactorily. The company is the regulatory body for such works and should be able to demonstrate that due process was followed, when a customer raises concerns about what is essentially a service used for the delivery of their product.
- The customer adds that prior to instructing his neighbour to appoint a REDACTED, his neighbour was happy for the customer to make the repairs to the fences. He has since asked REDACTED, another REDACTED, who is a REDACTED, to quote to do the repairs and he has asked the customer to pay the invoice for the repairs.
- The customer asks for an apology and compensation.

The company's response is that:

- An application was received from the customer on REDACTED to request a connection to the water mains. The company provided a quotation of REDACTED, and a connection plan (“Plan A”) on REDACTED.
- Plan A confirmed the Company's point of connection, and where the Customer would need to lay his pipe, for connection to the Company's water main. The designated connection point was marked with a red 'X', and labelled point 'B'. This was the closest point to make a connection to our water main.
- By accepting and paying the quotation, it is reasonable to assume that the customer understood the requirements and guidance notes. These included requirements that the customer should obtain land entry easements and notices to be served on other landowners.
- Permission to complete the works needed in the adjacent field was provided by the customer's REDACTED on REDACTED.
- After paying the quotation on REDACTED, the company received contact from the customer to request a trench inspection once the private supply pipework had been laid. The company says that because the Customer employed a REDACTED (“REDACTED”) REDACTED (“REDACTED”) to complete the laying of their pipework, it is not required to inspect the works, only to review the contractor's accreditation. This is because the use of a

This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.

REDACTED is intended to ensure that work completed on a customer's plumbing system / fittings, complies with the required Regulations. Nor is the company responsible for the quality of work undertaken by the contractor. Any concerns in this respect should be raised with REDACTED

- On REDACTED, the company spoke to the customer who raised concerns about the quality of the work completed on site by his contractor.
- On REDACTED, the company contacted the customer's contractor by email after receiving the REDACT Certificate. The company contacted the contractor to ask for further information about the pipe that had been installed, specifically, the depth of the pipework, and how the pipework enters the property.
- The Contractor responded the same day, at which point the company was satisfied with the explanation.
- The Company then visited the connection point) on REDACTED. Whilst the pipework was already buried, the depth of pipework at the point of the connection raised no concerns that required any follow up action. During the visit, however, the company also noticed that the pipework had been laid around six metres further than Plan A had set out. There is no way of the company knowing why the contractor extended the supply pipe to a different location, and subsequently to a different water main.
- This was not the company's fault, but it provided an alternative connection plan ("Plan B") on REDACTED at no additional charge to the customer.
- The customer requested that the company should cover the cost of the additional pipework laid by the contractor, but the company is not liable for this and it advised that any concerns about the work completed, would be a third-party matter between the customer and his contractor.
- It's important to mention that the amended connection point (Plan B), required closure of a road, at a cost to the Company of around REDACTED. This cost is usually passed to the customer, although as a gesture of goodwill, it made the decision not to do so on this occasion. As such, the customer has benefited by not having to pay REDACTED for a REDACTED closure, which would not have been required had the pipework been laid in accordance with Plan A.
- The company has reviewed its customer service. The company says that it is satisfied that it has met its REDACTED timescales. It has assisted the customer with an alternative connection plan and covered the cost of the road closure required to connect their supply, therefore saving the Customer REDACTED.

This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.

- As for the chlorination of pipework, the Customer has raised concerns about the information available in their Data Subject Access Request (“DSAR”), because the company’s system notes suggested that chlorination of the pipework wasn’t required. The company says that whilst the internal system notes contained this inaccuracy, this was not communicated to the customer. In the company’s letter to the customer on REDACTED, the company clearly advised that the pipework needed to be chlorinated prior to connection. The company apologises for any uncertainty caused by the system notes.
- The Customer has also raised concerns that the connection was made without notifying him, which resulted in flooding to his outbuilding.
- The connection was due to be made on REDACTED, which the company confirmed to the customer during a telephone call on REDACTED. In the event, the company was unable to make the connection until the following day (REDACTED), because the permit to carry out the road closure from the local Council was not available. The company explains that it attempted to contact the customer by telephone on REDACTED, to let them know, although a voicemail message was left instead when the company was unable to reach the customer. The connection was made on REDACTED.
- The company understands that the flooding occurred because the customer’s private stop tap was not turned off prior to connection. In this respect, this was the customer’s responsibility to maintain. As the connection was made one day later than originally planned, it is reasonable to expect that the customer had made any arrangement necessary.
- The company denies liability for this claim.

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.

In order for the customer’s claim against the company to succeed, the evidence available to the adjudicator must show on a balance of probabilities that the company has failed to provide its services to the standard one would reasonably expect and that as a result of this failure the

This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.

customer has suffered some loss or detriment. If no such failure or loss is shown, the company will not be liable.

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.

I have also considered and taken into account the comments made by the customer in response to my Preliminary Decision in their entirety, whether or not I have commented on these below. The company has not commented on my Preliminary Decision.

How was this decision reached?

1. This claim is concerned with the scope of the responsibility of a water company following an application for connection to the water main.
2. In light of concerns expressed by the customer in response to my Preliminary Decision, I find that it would be helpful to clarify a number of matters concerning this process.
 - a. As indicated under the heading “How is a WATRS decision reached?” the decision is based on a benchmark of expected activity, with an “average customer” or “average person” reflecting that objective benchmark. The use of that expression is not in any way intended to comment on, or still less criticise, the subjective approach of the customer, whose concern and distress arising from the disputed events is well understood.
 - b. I also refer to the Scheme rules that I must follow in reaching my decision. These place an obligation on a customer applying for adjudication to put forward evidence that he wishes me to consider. This must include
 - any relevant supporting documents, including correspondence from CCW;
 - evidence to support the remedies requested and any amounts claimed.

See Rule 4.4:

- c. My role is therefore adjudicatory, not investigatory. While I have a power to ask for further evidence, the circumstances in which this might occur are rare and would not

This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.

usually occur where inferences can be drawn from the context and surrounding facts. Rather, my decision-making function is as described in section 6.1 of the Scheme Rules:

The adjudicator will base final determinations on what is fair and reasonable, having regard to relevant information provided in the dispute by both the customer and the company, good industry practice, relevant industry codes of practice and the law.

d. Although the customer concludes in his observations on my Preliminary Decision that:

...you can find not one single thing that they might have done wrong or improved upon throughout this whole series of dealings with them. Which is frankly extraordinary if balance, neutrality and objectivity was paramount in your decision-making process.

I can confirm that this decision has been reached in accordance with the Scheme Rules and is based on the documents that I have received and the inferences that can fairly and reasonably be drawn from those documents and from the context.

3. The documentation submitted by the parties shows that the following occurred:

- The customer made an application for a 25mm water connection to the company's water main. This was received by the company on 23 April 2022. The application included a request to connect in the REDACTED in front of the customer's property at REDACTED.
- On REDACTED, the company informed the customer we that there was no water main located at this location and that the nearest connection point was in the REDACTED behind REDACTED.
- On the REDACTED, the company's REDACTED team emailed the customer to confirm that an inspection would be required due to the presence of a private water supply at the premises.
- On REDACTED, a quotation and connection plan (connection plan A) was provided. The connection plan confirmed the point of connection and where the communication pipe

This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.

would need to be laid to connection point B. This was in a neighbour's REDACTED. Provision was also made for the company to construct a further connection from point B to point C on a different main. The company also, on the basis of a desktop exercise, recommended that a private pump be fitted as the connection point was on a gravity fed water main that was 11 metres below the upstream service reservoir (REDACTED). Plan A also stated:

The connection point is marked with an "X ".If connection point is not suitable, then please contact the REDACTED on REDACTED to discuss a possible alternative. Please note: If you aware of any part of the excavation (either by the customer or DCWW), which crosses REDACTED belonging to a third party, please contact REDACTED on the number above. The new supply pipe should be laid to the back edge of the highway/footpath. It is the customer's responsibility to come REDACTED / REDACTED.

Additionally, Plan A stated:

In order for us to make the connection we will need to cross third party land in order to lay our part of the service pipe.

We are required to pay compensation to the third party REDACTED and to pay their land agents fees should a claim be submitted. Third party land agents fees and any compensation agreed between REDACTED land agent and the third party REDACTED agent will be payable by you and in addition to the quotation charges attached. The third party REDACTED has the right under Schedule 12 of the Water Industry Act 1991 to refer the matter to the REDACTED Tribunal for determination if compensation is not agreed.

- On REDACTED, the customer requested a site meeting and the company attended on REDACTED having been told that he would need a water pump. During the visit, the inspector established that no pump was needed because of the elevation of the property relative to the nearest water main. In my Preliminary Decision I stated that there is no evidence that any objection was raised by the customer as to the connection point B although the customer says that the representatives of the company also did not realise

This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.

that the connection point was “B”. The customer says in response to my Preliminary Decision that he also asked the company to put its findings in writing but it did not do so.

- On REDACTED, the customer paid for the quotation and contacted the company by telephone. It is clear from the customer’s submissions overall that he did not at that point understand that the connection point was in the neighbour’s REDACTED. In his conversation with the company, the company says that it was explained that a trench inspection would be needed once the pipework had been laid.
- On the REDACTED, the customer spoke with an inspector to raise concerns about the quality of the work being completed on site by his contractor. The customer says that he was “repeatedly advised” that photographic evidence would need to be provided by the contractor, despite his being REDACTED accredited, before it was signed off.
- On REDACTED, the owner of the neighbouring field confirmed his agreement. I find that, in light of the history, this would reasonably be understood to be agreement to pipelaying to connection at point B. In response to my Preliminary Decision, this has been confirmed by the customer. REDACTED says that “REDACTED [the neighbour] is simply agreeing with what I’m telling him in good faith at this point in time”.
- On REDACTED, the REDACTED reviewed and approved the customer’s contractors REDACTED (REDACTED’ Scheme) certificate, as well as the photos provided by the contractor of the work completed. The customer accepts that the company was provided with two photographs at this point although he says that these could have been taken anywhere and did not show the trench.
- The company then attended on REDACTED. On inspection, the company’s inspector concluded that the private supply pipework had been laid further than was required (through an REDACTED and REDACTED) compared to the connection plan. The customer said to CCWater:

Having carried out this visit, REDACTED went onto my neighbour’s property, marked up an alternative connection point for the meter, told the contractor and left the site. I had to hear about it from the contractor that the mains were actually some 10 meters

This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.

or so from where the pipe had been run to. I had to go and explain this to my neighbour and try and defuse this as best I could, as by this stage, he was understandably getting angry with everything that was going on.

- The customer complained also about the location, stating to CCWater:

It doesn't appear to occur to him that putting my water meter REDACTED in the middle of a REDACTED containing REDACTED might prove problematic, how does he suggest I access this if there's a problem and my neighbour is not on site?

- The customer initially said that the company had no permission to enter his neighbour's land although the company says that it had the relevant permissions following confirmation from the neighbour on REDACTED. The customer now says that his complaint is merely that the company did not make its presence known to the customer or to his neighbour.
- The company subsequently confirmed that an alternative connection point could be utilised which coincided with the termination point of the new supply pipe to our 200mm watermain. (Connection Plan B) The company then wrote to the neighbour and landowner to confirm that it would not require access to their REDACTED to make this connection and the customer has raised the concern that Plan A had asked him to do unnecessary work. In his communications with CCWater, he said:

Who is going to pay for having the additional pipe work REDACTED, the REDACTED of the REDACTED replaced, and the fencing repaired? (I was assured by the Contractor, who I specifically used having followed a link from the REDACTED Website) this would all be done by REDACTED. I have since discovered that a REDACTED wrote to my neighbour on 5th September and instructed him to appoint a REDACTED Agent to price all these repairs up, which I will in turn be invoiced for by REDACTED – again, no mention to me of this or explanation – I just don't see how this is acceptable.

- The company says that the customer was at that point asked to chlorinate the new pipework. During the complaint process, the customer asked how this could be done with

This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.

the existing connection as he was on on a private supply. This point had not previously been raised but the company says that it could have offered a standpipe on a temporary basis which would have negated the need to chlorinate prior to connecting the new supply.

- The customer initiated the company's complaints process.

4. With regard to the above history, I am satisfied that the company is not liable for any non-performance by the customer's contractor in the REDACTED of any REDACTED or the carrying out of instructions given by the customer. The customer has stated, however, that the focus of the customer's complaint is not about what was done by his contractor but what he alleged was done or not done by the company in the course of its supervisory function in respect of connections to mains water. I am fortified in that view because, in the course of the process undertaken by CCWater, the customer sent a clarifying communication to the company on 29 October 2022 which stated:

Thank you for your response, I can assure you that the issue with the contractor is not the focus of my complaint, but the checks REDACTED has in place to regulate the process, which I think are sadly lacking. I would respectfully ask that you look at this again, taking what I will detail for you below into account.

- *However, if you use a contractor through REDACTED the inspection is not required, because when the job is signed off, they are supposed to submit photographic evidence of their works to REDACTED to ensure compliance.*
- *When I raised the concerns about aspects of the trench work carried out, I was assured multiple times the photographs of the trenches would be used to verify the works and without them, the job would not be signed off.*
- *I also received assurances from REDACTED that when REDACTED visited, see attached report (REDACTED) he would have relied on those pictures to verify the works – he's dealt with the contractor, not me. I'm the customer & did not authorise this and he did not come on site that day to check the connection point.*
- *REDACTED went onto my neighbour's property, sprayed blue paint to mark up a connection point for the water mains in the middle of his REDACTED, despite where we'd ran the pipe to and didn't let either myself or my neighbour know he was doing this. He then reported back to REDACTED the connection was in the wrong place & REDACTED wrote to*

This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.

my neighbour, advising him to instruct a REDACTED Agent to price up the remedial works for rectifying the job. This had a serious impact on my relationship with my neighbour (given our initial agreement) – which no one at REDACTED seems to think is an issue, despite subsequently reversing their decision to do this and reverting back to where we had initially run the connection point to.

5. I therefore find that, although the customer makes reference to the fact that the contractor was appointed as a consequence of a link from the company's website, this does not establish that the company did not meet expected standards. The customer now agrees with this and says that this is not the thrust of his allegation.
6. I find that the dispute between the parties is as to:
 - a. Whether supervision of the REDACTED of the REDACTED was sufficient and whether the company has adequately responded to the customer's complaint about this.
 - b. The disputed visit on REDACTED and whether the company needed to be authorised to speak to the contractor.
 - c. Whether the company acted appropriately with regard to the neighbour in (1) entering and marking on his land the position of the connection point, and (2) stating to the neighbour that he should appoint a land agent to deal with any damages.
 - d. Whether the company gave correct advice about chlorination of the pipes, and
 - e. Whether the company incorrectly connected the pipes without adequate notice.

Monitoring of the digging of the trench

7. The customer stated in his correspondence that the contractor had confirmed to him that he had REDACTED and REDACTED and he used a REDACTED crossing the REDACTED. The customer plainly was concerned about this report and says that he wants to know how this had been evidenced to the company.

This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.

8. The customer also asks how the photographic evidence supplied by the contractor could have verified the REDACTED work when, according to the customer, it is over 500 yards from the mains to his property. He asked how the two pictures obtained by the company were sufficient to verify REDACTED works across the customer's neighbour's REDACTED. He says that the pictures could have been taken anywhere and if they are from his job, would be at the REDACTED connection point.
9. The company, on the other hand, says that as the customer decided to use a REDACTED contractor to complete the laying of the pipework, the company was not required to inspect the trench and would instead review the contractor's accreditation. By inference, the company would not have been required to look at photographs of the trench and therefore from a purely outcome-based approach it did not matter whether or not the company had correctly considered the photographs.
10. I find that the obligation on a customer (which is imposed by the Water Supply (Water Fittings) Regulations 1999), is to ensure that a water fitting that is attached to the mains shall be constructed by means of workmanship to an appropriate standard, which means to the standard required by a REDACTED Standard, to a specification approved by a regulator (REDACTED) or to a method of installation approved by the water undertaker (the company). Although the customer refers to the company as a regulator, I am mindful that its function is that of water undertaker and not of regulator. Regulation 6 relates to an approved contractor. This states that where a water fitting is installed by an approved contractor, the contractor must supply a certificate to the person who commissioned the work stating whether the water fitting complies with the requirements of the Regulations. As the installation of a new connection is a fitting for which prior notice to the company was required under the Regulations, the contractor was also required to send a copy of the certificate to the water undertaker. The water undertaker was then entitled to treat the certificate of connection as evidence of satisfactory connection. I therefore find that the company was entitled to rely on this certificate in order to be satisfied that the trench was correctly dug.
11. I note that the customer says that he was told that the company would be sent photographs. The customer says:

I spoke to a lady called REDACTED & a gentleman called REDACTED from REDACTED (REDACTED) who contacted me on REDACTED, even texting him info regarding the

This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.

contractor's details. He discussed the situation with me and explained that REDACTED look to audit about 1 in 30 cases, but again, explained they are required to provide photographic evidence. This allayed my concerns at the time.

12. This was correct and the reassurance appears to have been given to the customer in response to the customer's expressed concern about the installation of new pipework over an area of solid rock that could not be excavated.

13. I find that:

- a. The company was supplied with two photographs of the connection point. The customer complains that these do not show much detail of the construction of the REDACTED because this had been largely filled in and there is little information as to their precise location or the quality of the construction and he says they relate to the connection point at the REDACTED. There is, however, no evidence as to this last point. Taking into account, however, that the contractor was also an approved contractor, I find that an average customer would not reasonably expect the company to require more detailed photographs. Because the contractor was a REDACTED approved contractor, the company was entitled to rely upon the certification. Moreover, I find that the company additionally undertook a physical inspection, even though it was not required to do so (see below).
- b. Moreover, the certification process carried out by the company involved investigation of the issue raised by the customer. The certificate states:

Excavated and I installed 250m of 25mm MDPE insulated and ducted in shallow area. 15m of REDACTED across REDACTED. Ground type shallow rock.

The company raised a concern that no point of entry had been identified and it further asked about the way in which the pipe had been installed in the shallow area. On 22 August an email was sent to the contractor, who also responded on 22 August 2022. A record was kept as follows:

REDACTED it enters an outbuilding with a stop tap, non-return valve and drain off installed

This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.

REDACTED estimated at around REDACTED deep which has also been ducted and insulated. I'm happy with this in the circumstances. Certificate accepted. all correspondence attached.

14. In light of the above, I find that the company had directed its mind to the concerns raised by the customer. As the contractor was an approved REDACTED contractor, and a member of REDACTED, I find that the company was entitled to accept that the contractor understood the legal and practical requirements associated with this installation.

15. I refer to the test that I must apply to this situation (explained above). In doing so, my conclusion is that an average customer would not reasonably have expected the company to undertake further investigations.

Inspection on REDACTED

16. The company says that, notwithstanding this, because the customer had expressed concerns, its inspector attended the site and reviewed the depth of the pipework at the proposed connection point on REDACTED. The inspector raised no concerns about the construction of the pipework, save that it was found that the contractor had continued the pipework past the water main to which connection had been authorised and had finished the piping close to a connection point in the REDACTED so that water could be derived from a different main from that shown in Plan A.

17. In response to this, the customer makes three points:

- a. First, he says that the company's representative. REDACTED an did not attend on that day because he received a query about the attendance of the inspector from his contractor.
- b. Secondly, he argues that the REDACTED had REDACTED, except at the point where the contractor considered the connection to be appropriate – which was on a different main from Plan A. The customer says that if the contractor had REDACTED, and the REDACTED was at the correct REDACTED, it cannot be understood how the contractor was able to pass the first REDACTED on to the REDACTED, which he argues, shows that on the date of inspection, there was something the matter with his contractor's work

This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.

that the company did not identify. He complains that the company did not verify the photographs. The customer states:

On the day of his visit, REDACTED did not speak to me or come to my property & did not speak to my neighbour – how do REDACTED then verify these pictures, when verification has been sought by the customer?

- c. Third, he says that if the company's REDACTED did attend, he was not authorised to speak to his contractor and did not speak either to the customer or to the neighbour.

18. While I note the customer's concern about the actions of the company, I do not find that the company has failed to supply its services to the standard that would reasonably be expected.

19. The company says that REDACTED attended on REDACTED and spoke to the contractor. The attendance note for that day is timed at REDACTED hours and his record of the event reads:

Main marked as per REDACTED as I have not got the equipment to REDACTED. customers contractor has laid pipe over REDACTED to the REDACTED to REDACTED. REDACTED has been dealing with this job and passed the connection as per his instructions, pressure REDACTED. Customer must be given a connection date as chlorination and sample required before connection

20. While this does not confirm that REDACTED spoke to the contractor at REDACTED (and the contractor states that he was telephoned by REDACTED), I find that it is evidence that REDACTED attended the site. I am mindful that it was not his role on the day to verify the photographs (as suggested by the customer) but to ensure that the arrangements for connection were in order. They were not in order because the trench had overshot the connection point by six metres.

21. As to how this had come about and whether the fact that the main had been crossed indicated an incorrect depth for the trench, I observe that there is no evidence as to the precise depth of the correct main at the point where the trench appears to have crossed over it, and no evidence either that, taking into account the contractor's explanation of the protective measures that he had taken, the depth at that location was a matter of importance. I do not find that these circumstances indicate that the company did not meet expected standards in relation to these complaints.

This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.

22. The customer also complains that REDACTED did not ask for authorisation to speak to the contractor, but I find that an average customer would not reasonably expect an individual carrying out a supervisory function to be required to ask the employer's or neighbour's permission to speak to contractors about what they had done. REDACTED was not at that point acting in any way on behalf of either the neighbour or the customer and therefore I find that no authorisation was needed. I do not find that the company fell short of expected standards in this regard.

Actions regarding the neighbour

23. As for the customer's complaint that REDACTED advised that the water meter needed to be in the REDACTED and not by the REDACTED, the customer complains that none of this was communicated to him or the neighbour until the contractor got in touch with the customer and explained the problem.

24. I find, however, that the company had sent the customer Plan A on REDACTED and this showed the connection point B in the neighbour's REDACTED and not by the REDACTED. I find that the customer was therefore on notice as to what was required and despite the warning in Plan A referred to above, he had not objected. The company says that the contractor was not shown Plan A (presumably because this was stated by the contractor) and no evidence to the contrary has been put forward by the customer. I find that it is therefore at least possible that when the neighbour was asked to provide consent on REDACTED, he was unaware that the connection point would be REDACTED, which was used for REDACTED and therefore could cause him problems should any maintenance or inspection be needed at the customer's boundary box. Whether the neighbour was aware of this or not at the point that he gave his agreement, however, it became clear that following the visit of REDACTED on REDACTED, the neighbour did not want connection point B in his field.

25. On the basis of the evidence submitted to me, I find it more likely than not that when REDACTED attended the site, he assumed that a simple mistake had been made as to the correct location and did not at that point anticipate that any difficulties with neighbours would arise because he assisted to locate the precise connection point that had been agreed with the company.

This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.

26. While, therefore, I am mindful that if there was no arrangement in place between the customer and his neighbour, the company's agent would not reasonably be expected to enter third party REDACTED and spray blue paint on it, the circumstances were very different. I find that REDACTED action would have been consistent with reasonable expectations. I reach this conclusion because:

- a. The company had made clear at the outset that it was for the customer to obtain third party consents and the neighbour had confirmed on REDACTED that he was willing to allow the pipe to run through his field.
- b. As the customer had been provided with plan A in May, it would reasonably be expected that the neighbour's consent would have related to that plan. I find that the company reasonably believed this to have been the case.
- c. The water main to which connection was to be made was already located under the neighbour's REDACTED. The connection pipe had also been laid across the REDACTED. As the neighbour had, on the face of things, agreed to connection in his field, the neighbour would also reasonably be understood to have agreed to entry by the company for the purposes of making the connection. The customer has clarified in response to my Preliminary Decision that his concern is that REDACTED should have identified himself to the customer or his neighbour but, even if this might have been courteous, I do not find that it was necessary. REDACTED was not at that point carrying out a function on behalf of either party but on behalf of the company.
- d. I also find that REDACTED would also reasonably have expected that the provision of identification at the connection point would be seen by both the customer and the neighbour as a helpful contribution to the action that the company reasonably believed had been agreed. There is reason to believe that he saw the application of blue paint as the provision of assistance, and I find that in the circumstances an average customer with knowledge of the circumstances would be likely to share that view.

27. The customer says that the company then wrote to the customer's neighbour stating that the neighbour should instruct a REDACTED Agent to price up the remedial works for rectifying the job. There is no evidence of such correspondence and precisely how that came about is not

This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.

clear from the documentation submitted to me, but I note that the neighbour said that the visit from REDACTED caused a problem with the neighbour.

28. In the light of all the facts and circumstances, however, I find that it is more probable than not that a problem arose because the neighbour discovered that the agreed connection point was under his land, whereas he had not expected this. I do not find that this was a problem of REDACTED or the company's making.
29. I find that it is significantly more likely that the neighbour complained to the company that he had not agreed to what was happening and had therefore suffered damage to his property. It is likely that he asked the company how the costs of repair were to be managed and the company (I find correctly) advised the neighbour that a land agent could provide this advice.
30. The clue that this was what had happened can be found in the documents provided by the REDACTED. The company said in REDACTED (after it had agreed in principle to a connection to the other main)

Please see attached photographs submitted by REDACTED to our REDACTED.

As confirmed on the telephone we will continue to liaise with REDACTED' land agent regarding the supply pipe in his field but I have confirmed that the connection will not take place on his land. REDACTED will contact you if any claims or requests are made.

I will monitor the planning of this connection and keep you updated on a connection date however REDACTED are dependent on approval from the REDACTED.

31. I note that the customer says that:

...this has had a serious impact on the customer's relationship with his neighbour (given the initial agreement) and has led to loss because the neighbour now expects the customer to pay a bill for rectifying the land when the company has now conceded that the connection could in fact be connected to the REDACTED by the REDACTED and that putting his water meter in the REDACTED of REDACTED would not be practical

None of the subsequent "drama" for want of a better word, needn't have happened, if only REDACTED hadn't been quite so intransigent, when these issues were being pointed out. I'm now left in a position where I will have to cover these additional costs because of REDACTED error, given the prior agreement I had with REDACTED, before all of the above

This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.

took place and they advised him to appoint the REDACTED agent – for works that now don't need to be carried out.

I find, however, that it is more likely than not that the problem arose because the company's proposal contained in Plan A was not understood or implemented by the customer and therefore problems arose when the impact of this proposal became clear. I do not find, however, that this was due to an error by the company and I further do not find that in providing a plan to the customer and receiving confirmation from the neighbour that he agreed to the running of a pipe through his field which the company tried to assist the customer to implement, the company failed to supply its services to the expected standard.

32. Moreover, as indicated above, Plan A explained to the customer that he would be expected to reimburse the company for any claims made against the company by a neighbour's land agent.
33. For completeness, I add that the customer having agreed to Plan A and having submitted his application on the basis of that plan, I do not find that the company was "intransigent" in not immediately switching to Plan B on REDACTED. In particular, there is no evidence that REDACTED would have had authority to make that change and it is likely that the alternative connection point and strategy would have been needed consideration internally. I find that once it became clear that connection point B in the neighbour's field was no longer viable, the company assisted the customer by:
- a. Providing Plan B swiftly and free of charge, and
 - b. As a matter of goodwill, meeting the costs of the road closure.
34. It follows that I find that the company supplied its services in accordance with or in excess of the expected standard.
35. It also follows that I find that the liability of the customer to his neighbour for the direct claim against the customer for repairs to the fencing (if any) is therefore a third party matter and the company is not required to compensate the customer for this.

Chlorination

This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.

36. The customer has referred to an internal note in which the company has recorded that chlorination was not needed, however, he has now clarified that he knew from REDACTED that this would be required. The company says that the internal note was an error, and the customer was informed at all times that chlorination of the pipes was required before the water supply could commence. The company says that this was confirmed in its letter of REDACTED which stated (in relation to connection in accordance with Plan A):

... it has been confirmed your pipework does cross the agreed connection point, and you can still progress your connection in line with the quote we provided you. Therefore, once the pipework has been chlorinated, please contact REDACTED our REDACTED on REDACTED to arrange for the connection to be completed.

37. At that point, the company had not agreed to connection Plan B. There is no evidence that the customer raised any concerns with the company about the chlorination requirements, and it is notable that the company says that this point was only raised on REDACTED after the customer had approached REDACTED. On REDACTED, the company replied:

You were asked to chlorinate the new pipework from your property to the connection point. You have now raised how this could be done with the existing connection as you were on a private supply. This point has not been raised with us before. We would have advised that we could have offered you a standpipe for use on a temporary basis which would negate the need for you to chlorinate prior to us connecting the new supply. Once chlorination had been done, you would be able to switch over the supply at your own convenience provided all other works had been completed.

Flooding of the outbuilding

38. The company has submitted evidence that the customer was told on REDACTED that the likely connection date was REDACTED, and on that date, was also informed by voice message that the date for connection had been put back to REDACTED.

39. I find that the company therefore had given notice to the customer that the connection would be made live and it was for the customer and not the company to make sure that the customer's own stop tap was closed so that no flood occurred.

This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.

40. I do not find that the company omitted to supply its services to the expected standard in this regard.

41. It follows from all of the above, that I do not find that in its management of the works, the company provided its services to the expected standard.

Conclusion

42. I have noted that the customer also says that the company provided poor communication services and the REDACTED (REDACTED). did not answer his questions. I find, however, that the customer's correspondence initially gave the company a clear impression that his complaint was about the conduct of the work by his contractor rather than the company's supervisory actions. The customer's position only become apparent once the complaint was in the hands of REDACTED. Although REDACTED assisted to crystallise matters for which the company might potentially be responsible, I find that the company endeavoured to address the customer's complaints about all the issues raised and especially tried to address the gist of his concerns.

43. I am unable to agree with the recommendations made by REDACTED to the company in its letter of REDACTED (to which the customer has referred in his application). For the reasons set out above, although I accept that the customer has found the process of connection unpleasant and it is very unfortunate that it has caused a rift with his neighbour, I do not find on the basis of the evidence submitted that the company did not meet expected standards and nor do I find that the company failed to respond to his concerns and complaints. I therefore do not direct that the company should take further action.

Outcome

The company does not need to take further action.

This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.



Claire Andrews

Claire Andrews, Barrister, FCI Arb.

Adjudicator

This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.

www.WATRS.org | info@watrs.org