

**BETWEEN**

**DR  
APPLICANT**

**AND**

**VI LIMITED  
RESPONDENT**

Date of Order:

22 December 2015

Referee:

Referee Blyth

---

**ORDER OF THE DISPUTES TRIBUNAL**

---

**The Tribunal hereby orders that DR is to pay VI Limited \$1,298.20 on or before 18 January 2016.**

### **Facts**

[1] In July 2015 DR contacted VI Ltd (VI) to request them to install a hot water cylinder and change the pipes from a low pressure system to a high pressure system. VI completed the job and sent an invoice for \$1,298.20. DR has not paid any part of the invoice.

[2] DR is seeking a declaration that he is only liable to pay \$700 to VI.

### **Issue**

[3] The issue to determine is whether DR is liable to pay VI's invoice in full or in part.

*Is DR liable to pay VI's invoice in full or in part*

[4] The law of contract provides for a party to pay for the services that have been performed under the contract.

[5] I find that DR is liable to pay VI's invoice in full because I am satisfied that VI has performed the service that DR contracted it to perform.

[6] DR says that the receptionist from VI gave him a verbal quote over the phone of \$600 to \$700. However, DR has not been able to provide sufficient evidence of that. AA from VI says that the receptionists do not give verbal quotes over the phone. AA and the other Manager are the only people authorised to give quotes, which they provide in writing.

[7] DR says that four other plumbers quoted him \$700 plus GST to do the job. He produced a written quote from ABC Ltd for \$700. However, when I phoned BB from ABC Ltd during the hearing he advised that \$700 plus GST was just for labour. This charge is higher than VI's charge for labour, which is \$520 plus GST = \$598. BB advised that if he was doing the whole job (including supplying the cylinder) his charge would be \$2,200 to \$2,500 plus GST. BB agreed that he would use similar materials to what VI used on the job.

[8] DR says that the plumber was only on site for 4 hours and not the 6.5 hours that he has been charged for. However, DR does not have sufficient evidence that this is the case, given that the vehicle that the plumber was driving has a GPS wireless tracking system in it. That system supports that the plumber was working on DR's job for 6.5 hours, including

driving to DEF to purchase materials. I have placed more weight on the GPS system, which I know to be a very reliable system, than I have placed on DR's memory of how long the plumber was on the job.

[9] DR says that the materials that VI has charged him for are too expensive and he has shown that some of the items are cheaper at other suppliers. However, I accept that VI is entitled to purchase the materials for the job from their own supplier because

- a. They are used to ordering from their own supplier in an efficient manner
- b. They can easily return the materials that they do not use and
- c. They know that the materials purchased are of good quality.

[10] I do not consider it reasonable to expect VI to go to a number of suppliers during a job to "shop around" to see if they can find a cheaper price. This would take a lot of time, and it is unlikely that the customer would want to pay for this additional time. I sighted the supplier's invoices and I note that they match the items that VI has on their list of materials used in DR's job.

[11] Based on the above reasons, I am ordering DR to pay VI's invoice in full.