

Withholding of Certs

ECSSA's slogan is 'Protecting the Customer and the Contractor'. This is more than an empty catch phrase, and respecting it's implications has brought ECSSA into direct conflict with RECI, with Customers, and with ESB Networks on more than one occasion.

One such area of disagreement is the question of whether a Contractor is obliged to issue a Completion Cert for an installation for which he has not been paid. RECI are of the view that a Contractor cannot withhold a Completion Cert, even if the Client has not paid for the work. ESB would seem to support this view also, but fail to explain how this can be reconciled with the fact that ESB will not even commence the work of making supply available to a new Customer until they are paid, in full, in advance. Neither will their concern for the Customer prevent them for withdrawing supply if the ESB Bill is not paid.

ECSSA take a totally opposite view, and believe that it is unrealistic to expect a Contractor to hand over a Cert to a person who refuses, or neglects, to pay for the work done. The Cert represents the only leverage which a Contractor retains, once the job has been completed.

The policy of getting the job certified by another Contractor is in breach of CER Rule 15.8.1, which states that a Contractor may not certify work which has not been constructed by himself, except in exceptional circumstances, or in the case of reconnection of an installation which has been disconnected for a period greater than six months.

An example of exceptional circumstances would be where the first Contractor has died, emigrated, retired, gone out of business, discontinued his membership of a Regulatory Body or become unable to issue a Cert for some other reason.

Another example would be where Court Proceedings have commenced in regard to the dispute, the settlement of the case may entail a long delay, and it is obvious that whether the house is connected or not, will have no bearing on the outcome of the dispute. Even in these circumstances, and provided that there is no further work to be carried out on the installation, it would be better practice to have the installation

certified by an Inspector from the Regulatory Body to which the Contractor belongs.

Sending in another electrical contractor to certify the work carried out by a fellow contractor is reprehensible conduct, which, in effect, amounts to strike breaking. A contractor who goes in under such circumstances should realise that he may find the roles reversed at some future date and that his last chance of obtaining payment may be swept from under him by the despicable conduct of another contractor.

Those who believe that the way to go is to issue the Cert, sue the Client and then wait for perhaps a year for your case to come to Court, should consider the full implications of that route. When, and if, you get an Order for the amount due, you may, or may not, get all your costs. Furthermore, getting a Court Order is only the first step of collecting your money, since if the Client pleads inability to pay, you will have to go back to Court to seek an Examination Order, and an Instalment Order. The amount granted on an Instalment Order could be as little as €10 a week. Even then, if the Customer defaults, you have to go back and seek a Committal Order, to have him jailed for disobeying a Court Order. When a Garda goes to arrest the Customer on foot of this Committal Order, all the Customer has to do is pay the arrears and then you have to start all over again. Should he fail to do so and be arrested, the nett result of all this would be that the Customer, possibly the father of a large family, would be in jail, the Contractor would not have collected his money and would have incurred substantial legal fees, and, worse still, would probably be shunned in his local community because of the result of the actions he had to take.

Practical considerations, such as these, never seemed to have bothered those who feel that a Contractor is not entitled to withhold a Cert in order to collect his money. Obviously each case has to be judged on its own merits, but ECSSA would be very reluctant to insist that a Contractor hands over a Cert to a Customer who has not paid, thereby placing himself in the position of having to pursue the recovery of his money by the farcical legal process explained above.

ECSSA news

Special Edition - Autumn 2005



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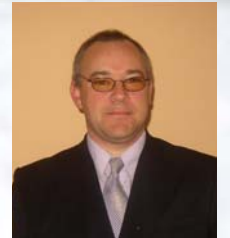
Welcome to this Special Celebration Edition of the ECSSA Newsletter!

We have many reasons to celebrate, the main one being that, with our membership now exceeding 2,300, we have become the largest Regulatory Body for the Irish Electrical Contracting Industry. No mean achievement that, when one considers that we came on the scene five years after our competitor!

Our success has been built on the loyalty of our Members, the helpful attitude of our Staff and Inspectors, and our insistence, at all times, of remaining true to our slogan of 'Protecting the Customer and the Contractor'.

At our Annual General Meeting on July 9th, the Financial Reports presented showed continued strong growth, with record levels of turnover and profitability. Later that day, our refurbished and extended Offices at Coolmore House were officially opened by Minister John O'Donoghue.

New Members continue to join on a daily basis and the Company is constantly researching new ways of making membership of ECSSA the more attractive option for an ever increasing number of Irish Electrical Contractors.



From left: Tom Lenihan, Gerry Whelan, Jack Curtin, John Cahill, Mike Marshall, Minister John O'Donoghue, John O'Loughlin, Brian Kelly, Peter Church, Liam Killeen, Brendan Dowling. Photo by Michelle Cooper Galvin

John O'Loughlin
Chairman of ECSSA

Annual General Meeting

The Annual General Meeting of ECSSA took place in the Brehon Hotel, Killarney, on Saturday July 9th. As has been the norm since the foundation of the Company, the attendance of members was quite low.

One can take this either as an indication that all our members are too busy to take the day off, or more likely, that they are quite happy with the way ECSSA is being run and have no axe to grind with the Directors or Staff.

Once the formal business of the Meeting had been disposed of, there was a general discussion on a wide variety of subjects relevant to the Industry. The most important of

these was a talk on Public Liability Insurance by Owen Pepper from AON. The broad outline and implications of this will be discussed in a future Newsletter.

One of the very welcome decisions announced at the AGM was that, because the Company continues to operate at a satisfactory level of profitability, it is not deemed necessary, for 2006 at least, to increase the membership fees, which will remain at €250 for the first year of membership and €220 for renewals.

Unfortunately, the price of Certs and other publications are outside our control, with another increase in our buying price from ETCL due in January. These price increases are passed on to the members at the actual amount of the increase in our buying price, so that a book of 10 Certs will cost €67.50 from January 1st, with a pro rata increase across the other range of items supplied by ETCL. Revised Order Forms will be circulated with the December Newsletter.

New Offices Opened

The Official Opening of our extended and refurbished Offices of Coolmore House, took place on Saturday 9th July. The Opening was performed by Minister John O'Donoghue T.D., Minister for Arts, Sports and Tourism. He was joined by the newly elected Mayor of Killarney, Councillor Tom Doherty, all the ECSSA Directors, Members who had earlier attended the AGM, Office Staff, Inspectors and invited Guests, all of whom have played a part in building ECSSA into the largest Regulatory Body for the Electrical Contracting Industry in Ireland. A number of former Staff Members were also welcomed, as was Mr. Jack Hegarty, representing AECL.

In the course of his speech, Minister O'Donoghue praised the role of ECSSA in the booming Irish Construction Sector and said that the fact that two major public projects, the Public Swimming Pool, and the new Offices for the Department of Tourism, were about to commence construction in Killarney, was proof of the ongoing commitment of the Government to the Construction and allied trades throughout the country.

Killarney Mayor, Tom Doherty, congratulated ECSSA on its spectacular growth and said that the eastern side of Killarney was rapidly developing into a very desirable area for companies to locate in. The Town Council were pleased with such development and were especially pleased that ECSSA had developed their Offices in a manner which had retained the style and character of what were formerly two fine houses, Coolmore House, and Lakeview House, while at the same time, providing excellent Office accommodation for their Staff. It was good to see that one does not have to destroy the heritage of the past to provide for the needs of the present or future.

ECSSA Chairman, John O'Loughlin, welcomed the Minister, Mayor, Directors, Staff, Members and Guests, and thanked all who had contributed to the growth of the Company, from its first small beginnings, in a rented room in New Street, to the present fine complex. He paid particular tribute to Architect, David Linton Forde, main contractor John Horan, and all his sub contractors, who did such an excellent job, in record time, and with minimum disruption to the ongoing running of ECSSA. He concluded by saying that, on an occasion such as this, it is customary to announce some good news and that he was happy to be able to do so on this occasion. He then invited Michael O'Sullivan of Aghadoe, Killarney to accept a Sponsorship Cheque on behalf of his daughter, Niamh O'Sullivan, a very talented young swimmer, whose coaching and other costs ECSSA has agreed to sponsor for the next four years. Niamh herself could not attend as she was competing in Limerick over the same weekend, bringing back with her four Gold Medals from the five events in which she competed, in addition to setting three Munster Records.



Niamh O'Sullivan (13), who competed in the Munster swimming championships
Picture: Eamonn Keogh (MacMonagle, Killarney)



John O'Loughlin Director ECSSA (right) making a presentation of a sponsorship cheque to Michael O'Sullivan. Photo by Michelle Cooper Galvin

Heating Installations

The rising price of oil has led to greater awareness, on the part of householders, of the running costs of heating systems.

A growing number of people building new houses are opting for oil fired under-floor heating. Apparently, these systems offer greater control and efficiency with a parallel reduction in the amount of heating oil consumed. Regrettably, while oil consumption may be reduced, complaints and disputes between Electrical Contractors and Home Owners have increased as a result of the proliferation of these new systems.

Under-floor heating systems, if they are to offer maximum flexibility, have a complex control system of valves, pumps, actuators, mixer valves, thermostats and timers. Unfortunately, very few drawings show much more than the boiler location and very few householders make the electrical contractor aware that the system is to be anything more than a conventional boiler, with one or two circulation pumps. Consequently, the electrical contractor, when pricing, rarely includes for more than the standard supply to the boiler location. Only at a late stage does he find himself confronted by a huge amount of electrical devices, all which have to be connected to make the system work.

What is even worse is that, in the case of at least some of the suppliers of such systems, no central control unit is available to connect the various items to, nor indeed is there any significant information available to the electrical contractor on what is to be controlled by what.

The main wiring of the house is probably completed and connected by the time the plumbing contractor starts fitting all these solenoids and pumps, yet the

householder refuses to pay all or any of the money due for the house wiring until the heating is sorted out and made work efficiently.

Added to this is the unfortunate fact that many plumbers who fit these systems have little or no knowledge of how to balance the flow and returns in the various sub floor circuits.

The system therefore fails to deliver as expected and the blame is directed towards the heating controls, which have suddenly become the responsibility of the electrical contractor.

The moral of the story should be, that it is vital for the electrical contractor to get full information, at tendering stage, of what is involved in the heating system, how much information and technical assistance will be provided by the suppliers, and whether or not a factory built control unit is available. If such information is not forthcoming, then it would be safer to include only for a supply to the location of the boiler and to clearly specify that any additional time or materials involved in connecting up the system will have to be accepted as an extra.

It is also vital to point out that payment for the main wiring of the house should not be withheld on foot of delay in getting the heating system operational, when such delays are more often caused by the failure of the systems suppliers or installers to provide the necessary information or equipment to the electrical contractor. It would solve a great deal of problems which arise at the finishing stage, and would prevent a great deal of hard feelings, if all concerned were clear from the start as to what is being provided by each of the parties concerned.

Notice to Members

Appointment Cards for Inspectors visits to Contractors are posted on the Monday of the week prior to the date of the proposed visit.

Contractors are requested, on the card, to phone the Inspector, as early as possible, to arrange venue and time for the visit.

While the majority of Contractors do respond, there is still a percentage of members who do not. It is not possible for our Inspectors to plan their work without your co-operation.

As and from the 1st September 2005, Members who do not respond to Appointment Cards will be highlighted on our Database and no Orders for Certs or other materials will be processed until such time as they have contacted their Inspector and the inspection has actually taken place.

IMPORTANT NOTICE Completion Certs for installations in the Kerry and Wexford Areas should no longer be sent to the ECSSA Office, but submitted directly to the relevant ESB Office.

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Abandonment of the Pilot Scheme

ECSSA have now operated the Scheme for the verification of Completion Certs prior to transmission to ESB Networks for a period of 12 months for Kerry Area, and a period of 9 months for the Wexford Area.

It has been universally agreed that the Scheme has operated well and has provided far greater security in that uninsured or lapsed contractors, or those who did not correctly fill the Completion Cert, had their Certs returned from ECSSA, thereby preventing the connection of installations which should not be connected.

It has also been agreed that the cost of providing this service should be borne by the end user, ie. the person obtaining the new connection.

However, ESB Networks, who proposed the system in the first place, are not now prepared to play any part in the collection of this money and its transfer to ECSSA.

We had proposed that the only practical means of getting this money from the end user would be to incorporate the extra cost in the fee for a new connection, and that, at agreed intervals, ECSSA would invoice ESB Networks based on the amount of Certs verified and notified to ESB.

ESB Networks, on the other hand, want the additional cost to be added to the price of certs, leaving ESB totally out of the loop and removing from them the need to check the Certs, which they are currently required to do under the CER Criteria.

The proposal that the price of verifying the cert by ECSSA be added to the price of the cert is unacceptable for a number of reasons:

Firstly, such a system does not take in to account the thousands of certs which are currently in the possession of our members and for which no verification surcharge has been collected, yet all, or any, of these certs returned to ECSSA would have to be processed without payment.

Secondly, Article 610.6 and 63.2.1 of the ETCL Wiring Rules specify that a Completion Cert must be provided for all installation,

alterations or extensions. It is an accepted fact that over 50% of all installations carried out does not require a new connection from ESB Networks, therefore at least 50% of all Certs sold by us would never require processing on the part of ECSSA and would never be notified to ESB. We could not justify imposing a verification surcharge on every Cert sold when we would be required to process only 50% of those.

Additionally, it is inequitable that Contractors who purchase Certs should have to pay for the verification service months or even years ahead of the time when they will actually use the Certs and avail of the service for which they paid.

ESB Networks are now putting forward the argument that they should not be involved with the Regulatory Bodies, who should run and finance their own affairs, leaving ESB Networks to deal with matters on their side of the meter.

However, it is impossible to reconcile such a position with ESB's insistence on maintaining a Director on the Board of ECSSA.

Furthermore, at the point when ESB Networks first suggested the introduction of this scheme, it was made quite clear, by their representative, that the funding to run the scheme would be provided through the ESB and/or the CER.

In a not untypical fashion, ESB Networks have now failed to honour this commitment and would appear to have persuaded the CER to back their stance.

This lack of independence on the part of the CER is quite regrettable and lends further credence to the belief that the CER has been a spectacular failure in achieving what the office was initially set up to achieve, namely the reduction in the cost of energy for the end user.

Since the office was created, it has presided over an unprecedented series of electricity price rises, has failed to create any real competition in the domestic electrical market and, in the eyes of many, has failed to stand up to the corporate greed of the ESB Group.

In opposing this inequitable method of collecting payment for the work, we had

hoped to have the support of RECI, but their stance appears to be that, whatever the CER/ESB want, they will do, even if this involves a very substantial increase in the price of certs.

On the other hand, we are not prepared to be part of a situation where the ESB can divest themselves of the work and responsibility of checking Completion Certs which they are required to do under current CER Regulations and which they wish to hand over to the Regulatory Bodies without playing any part in the funding of such work. It is important to note that ESB Networks were not being asked to pay for the service but merely to facilitate the collection of payment from the end users, and this they were not prepared to do.

We fully recognise the merits of the Scheme but we have to be conscious of commercial reality and cannot continue to provide a service for which we have not been paid to date, and for which there appears to be no desire to put a system in place to provide for payment on an ongoing basis. What CER/ESB fail to realise is that the original system whereby Certs are sent to ESB Offices, checked before connection and then returned to the licensed Regulatory Bodies, is what is included in the Criteria for the Issue of a Licence to the Regulatory Bodies.

Our operation of the Pilot Scheme was a voluntary deviation into an area which we are not required to operate in, and our abandonment of the scheme is no more than a return to the strict terms of what we are required to do under the Criteria.

Therefore, with effect from August 8th 2005, the Pilot Scheme has been abandoned and contractors in the Kerry and Wexford Areas should now revert to the system which prevailed prior to August 2004 ie. forward your Certs to your local ESB Office.

Any Certs which arrived at the ECSSA Office since August 8th, have been forwarded unchecked to the relevant ESB Offices who had already been notified that the Scheme was no longer operational.

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DC Voltages in Milking Parlours

The problems created by stray voltages in milking parlours have been known for many years. The indications of the presence of such voltage, are equally well known. Cows are reluctant to go in to the parlour, are restless during milking, fail to fully milk out, are reluctant to eat, and bolt from the parlour once released. For the Dairy Farmer, the most serious aspect of all this stress to the animal is that it inevitably leads to a disastrous rise in somatic cell count, failure of subsequent tests, with the resulting financial loss. To date, such stray voltages have always been regarded as being mains generated, and the problem has generally been traced to bad wiring, poor earthing, inadequate bonding, or a 'high' neutral on the incoming ESB supply. The problem has usually been dealt with by proper bonding and earthing. ETCI Regulation 705.544 (page 173 of the current edition) and Annex 705A (page 256) deal with the requirements and methods of implementation of proper bonding and earthing in milking parlours. However, a recent case highlighted a totally different type of stray voltage which can be found in a milking parlour and which may not be quite so convenient to solve.

ECSSA Technical Manager, Mike Marshall, reports on the findings in a recent case.

A farmer in Bansha, Co. Tipperary, installed a new state-of-the-art milking parlour in February 2005. From the outset the cows were reluctant to go into the parlour, were uneasy during milking and bolted from the parlour when released. Milk yield was not adversely effected, nor was there any evidence of mastitis. However, from the moment the parlour was put in to use, the somatic cell count increased by 50%, resulting in failure in every test carried out by the co-op to which the farmer was a supplier. Having had the milking machine checked, and rechecked, independently and by the suppliers, no fault was found and no improvement achieved.

ECSSA Member, Tom Ferris, who had wired the parlour, was asked to check for stray voltage. Using a digital volt meter and an AVO Model 8 Analogue Meter, Tom found no evidence of AC Voltage.

However, on switching the instruments to DC, he was amazed to find a DC Voltage of up to 600 millivolts between all bonded metal and the concrete floor. Providing several additional earth points failed to reduce the voltage and Tom then contacted ECSSA to discuss the problem. I suggested he remove all connections to the mains by disconnecting the incoming supply cable, including the neutral and earths. This had no effect on the DC Voltage. Having discussed the matter for some time, we concluded that this DC Voltage had to be the product of electro-chemical generation taking place because of the reaction between the concrete, the imbedded reinforcing steel and the metal grid which was incorporated in the floor under the milking area. All these

items were electrically bonded under the concrete and connected to the cow rails and structural steel.

Searching the internet for references to such electro-chemical generation provided a mine of information. The phenomenon of electro-chemical generation, caused by rebar corrosion in concrete, has been known to the concrete industry for a long time. For the Construction Industry, it is the presence of corrosion, rather than of voltage, which causes the problem. Indeed the presence of this DC Voltage has been used by engineers as a means of measuring the level of corrosion present in concrete structures. Voltages of over 350 millivolts DC are generally taken as an indication of significant corrosion. However, while such voltages would never create a problem in a warehouse, factory or bridge, their presence in a milking parlour could have serious consequences for the herd owner.

Unfortunately, up to now, nobody appears to have linked what was known in the Concrete Industry about electro-chemical generation, to the problems which that same voltage could create in a milking parlour. It may be also true to say that very few electricians have ever checked, in a parlour, for the presence of DC Voltage.

Having researched suitable methods of measuring the true level of DC Voltage present, I arranged to meet Tom Ferris and the Farmer, on site, on Monday August, 15th, to carry out a detailed investigation and to see what practical solutions could be suggested. Using a 250 mm x 100mm x 10mm copper bussbar as a collector plate on the floor of the milking area, which had previously been washed, and a suitable connection point on the metal work as the positive reference point, we took voltage

measurements in every one foot square. The DC Voltages present ranged from 411 millivolts to 487mV. The only metal in the entire parlour which was not bonded were the stainless steel feed bowls, which were sunk into the concrete in front of each cow.

Because no corrosion could take place between the stainless steel and the concrete, the bowls were at negative potential, and, because of the large surface contact with the concrete, the bowls represented the best connection point for the negative voltage present in the surrounding concrete. Measuring at each cow position, between the tie bars at the cow's neck and the feed bowl, showed voltages of between 603mV and 857mV.

A voltage of 500mV AC is considered a problem in a milking parlour. Anyone who is familiar with the relative burning power of AC and DC Welders will realise how painful and upsetting a voltage of 857mV DC between a cow's neck and her wet tongue and nose must be.

All measurements were carried out using a calibrated bench volt meter, capable of measuring to a tenth of a millivolt, with additional analogue and digital meters used to verify each reading.

Having established the extent of the problem, it now remains to solve it.

The option of installing a metal checker plate floor in the milking area, and bonding this to raise it to the positive potential, was ruled out on the grounds of the impossibility of properly cleaning between the floor and the checker plate.

Bonding the feed bowls to the other metal work will raise the bowls to the potential of the neck rails but still

leaves the problem relative to the concrete floor. There are electrical methods of neutralising this electro-chemical generation by the imposition of a DC Voltage but while this is acceptable in structures like bridges, dams and water reservoirs; it creates an unacceptable risk in a milking parlour.

The practical solution would seem to be to isolate the cows from any contact with the negative concrete, while they are in contact with any of the positively charged metal work. In this particular case, this involves, (1) bonding the feed bowls to the other metal work, thereby changing the polarity of the feed bowls to positive (2) painting the concrete area around the feed bowls with a non-toxic hardwearing electrically non-conductive paint (3) providing rubber matting over the floor of the milking area. This should be in manageable sections which will allow the rubber to be removed for cleaning.

The combination of all three measures will ensure that, although the cows remain in contact with the positively charged metal while milking, they have no possibility of contact with the concrete which forms the negative side of the electrical potential. In practical terms, you could equate this to the way in which a bird can safely perch on a 10,000 volt overhead ESB Line and will suffer no ill effects unless he also manages to make simultaneous contact with another phase of the system, or with earth. While electrical suppression of electro-chemically generated DC Voltage is not currently an option to be recommended for milking parlours, I have no doubt but that further research would devise a safe system by which the problem can be overcome.

I feel that the corrective measures outlined for this case are merely a practical way of dealing with the present problem, and not really the long term solution.

Since becoming aware of the problem, Tom Ferris has checked a number of other milking parlours in his area and has found DC Voltage to be present, albeit to a lesser degree, in all of them. In addition, another ECSSA Member, Brian Kelly of Rathmore, who has experienced stray voltage problems on a number of his Customer's farms, has also carried out DC checks and has found significant levels of electro-chemically generated DC Voltage.

The problem seems to be less acute in the older installations, and this may reflect the fact that less rebars were previously used, and also the present day tendency to use more chemical additives, which provide benefit for the concrete, but may have the side effect of adding to voltage generation problems.

Our thanks to Tom Ferris, who pinpointed the problem in the first place, to the farmer who fully co-operated with the tests and to ECSSA Inspectors, Jimmy Leahy, Wally Forde and Brian Moran, with whom I discussed the problem. Hopefully some agri research facility will take the problem on board and facilitate further research into finding solutions to what could be a financially crippling matter for Dairy Farmers.

Partnership or Limited Company?

One of the more unpleasant tasks of administration which ECSSA has had to face has been the sorting out of the Registration problems which arise when a partnership breaks up.

Invariably each partner feel that they are the one who should be permitted to retain the original Registration number, trading name, insurance, control of certs already issued, etc.

Partnerships often have their origin in the decision of two or more friends or co-workers to launch themselves into the big bad world of commerce, trading as registered contractors. Written Partnership Agreements should always provide clear guidelines as to how the business is to be run, how decisions are to be taken, how much money each partner brings to the venture, how the profits, if any, are to be shared.

Although it may seem to be a pessimistic outlook when one is starting out in business, the partners should be realistic enough to set out the manner in which business would be split up, should all, or any, of them want to go their separate ways.

One wonders if many of those who get involved in partnerships realise that such arrangements may have more negative than positive points in their favour.

A Partnership, unlike a Private Limited Company, does not create a separate legal entity, nor does it confer the protection of limited liability on the partners. Either of the partners may find himself / herself liable for the full debts incurred by the partnership, even though he or she may have had nothing to do with the creation of much of the debt.

Urgent Orders

Contractors should always avoid leaving the Ordering of Certs until they have used the last of their present stock. However, the situation still arises and we get regular calls from people who want Certs sent out immediately.

As ECSSA does not operate a credit facility for the sale of Certs and other publications, the only way urgent Orders can be dispatched immediately is on payment by Credit Card (Visa or Mastercard ONLY).

The Partnership must register for VAT, and PAYE if appropriate, and each partner must pay income tax and social security contributions, under the self assessment system, on his or her share of the profits. Personal income returns must be filed with Revenue, in addition to a partnership tax return. Partnerships are not required to have an Audit carried out and Accounts do not have to be published.

A limited liability company, on the other hand, creates a separate legal entity and limits liability of the business to the assets of the company. Should the venture fail, the most that can be lost are the company assets. However, if any of the Directors or Shareholders have given personal guarantees for the liabilities of the Company, they will be held personally liable to the extent of the guarantees given. Likewise, Directors who have been fraudulent, or reckless, in their management of the company's affairs, could also attract personal liability.

The limited liability company would be the normal recommendation for individuals setting up in business, since it provides a safeguard for their personal assets as distinct from the business assets, has greater tax planning opportunities and can seek equity investors. Notwithstanding all this, if two or more people want to start a business together and do not wish to incorporate a limited company, then it becomes vital that a proper partnership agreement is drawn up. In practice the agreement will rarely need to be consulted while the business is going well and the partners remain on good terms. It is only when differences arise and a split becomes inevitable that the benefits of having a written agreement as to what will happen in these circumstances, becomes apparent.

The best advice to anyone contemplating partnership is to choose your partners with great care for, while they may help you to make your first million, they could just as easily lead you to bankruptcy.

As you can see, they are a lot of matters to be considered, but you do have to make the decision on your own. Any good Accountant will be able to advise you on the best route to take.

Apart from Credit Card payments, all other Orders can only be processed on receipt of payment to the ECSSA Office. Obviously contractors should ensure that their membership is up to date and that ECSSA has a copy of their current insurance as, in the absence of either, Orders cannot be processed.

2005/2006

Certification and Verification Courses

Course Number	For Contractors in	Town	Dates	Hotel
1	Dublin	Dublin City	Fri 04/11/2005	Sheldon Park Hotel 01-4601055
2	Kildare	Kildare Town	Sat 05/11/2005	Glenroyal Hotel 01-6290909
3	Galway / Mayo	Tuam	Fri 18/11/2005	Corralea Court 093-24188
4	Clare	Ennis	Sat 19/11/2005	Lynch West County 065-6869606
5	Cork	Cork City	Fri 02/12/2005	Doughcloyne Hotel 021-4312535
6	Kerry	Killarney	Sat 03/12/2005	ECSSA Training Centre 064-37266
7	Dublin	Dublin City	Fri 13/01/2006	Sheldon Park Hotel 01-4601055
8	Laois/ Offaly	Portlaoise	Sat 14/01/2006	Montague Hotel 0502-26154
9	Tipperary	Thurles	Fri 27/01/2006	Hayes Hotel 0504-22122
10	Limerick	Limerick City	Sat 28/01/2005	Kilmurray Lodge 061-331133
11	Wicklow	Arklow	Fri 10/02/2006	Arklow Bay Hotel 0402-32309
12	Wexford / Waterford	New Ross	Sat 11/02/2006	Brandon House Hotel 051-421703
13	Dublin	Dublin City	Fri 24/02/2006	Sheldon Park Hotel 01-4601055
14	Carlow / Kilkenny	Kilkenny	Sat 25/02/2006	River Court Hotel 056-7723389
15	Cavan/ Monaghan	Cootehill	Fri 10/03/2006	White Horse Inn 049-5552222
16	Roscommon/Westmeath/Longford	Athlone	Sat 11/03/2006	Creggan Court Hotel 090-6477777
17	Donegal	Letterkenny	Fri 24/03/2006	Clanree 074-9124369
18	Leitrim/ Sligo	Sligo	Sat 25/03/2006	Sligo Park 071-9160291
19	Cork	Cork City	Fri 07/04/2006	Doughcloyne Hotel 021 4312535
20	Kerry	Killarney	Sat 08/04/2006	ECSSA Training Centre 064-37266
21	Louth/ Meath	Navan	Fri 21/04/2006	Ardboyne Hotel 0406-9023119
22	Dublin	Dublin City	Sat 22/04/2006	Sheldon Park Hotel 01-4601055

One to One Courses

We regularly receive requests from New Members who would like to avail of practical instructions in the correct method of Testing either before, or sooner after the start up of their business. In many cases, no suitable course is available in their area for many months afterwards.

To facilitate these Members, we now propose to make available, in our Killarney Training Centre, Courses for individuals or small groups at any time throughout the year.

Interested Members should contact the Office for details on 064-37266

Certificate of Registration

Your Certificate of Registration is enclosed with this Newsletter. This remains valid while you continue to be a member of ECSSA.

Membership Cards bearing the name of the Registered Firm and the Qualifying Manager will continue to be issued on renewal of membership each year.

It has been pointed out to us by the CER Auditors that Identity Cards without the photo of the Qualifying Manager should not continue to be issued.

If you currently hold a card without a photo, please ensure that this is returned to us immediately with two passport photos so that the situation can be corrected.

Thinking of
growing your
business?



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Be a
Bright Spark
and attend!

Content of the training

- Marketing your business
- Managing your employees effectively
- Developing an effective pricing strategy
- Exceeding customer expectations
- Being better than your competitors

Also includes Specifier guest speaker

“So What Does Win Tenders?”

Schedule Due to the numbers responding, some venues are full or approaching capacity. Please book as soon as possible, as places are limited.

2005

3rd September 2005 *booked out*
City West Hotel, City West, Co. Dublin

17th September 2005 Fairways Hotel, Dundalk, Co. Louth

1st October 2005 Hodson Bay Hotel, Athlone, Co. Westmeath

5th November 2005 Sligo Park Hotel, Sligo

19th November 2005 Corrib Great Southern Hotel, Galway

2006

28th January 2006 Breaffy House, Castlebar, Co. Mayo

18th February 2006 Tower Hotel, The Mall, Waterford

4th March 2006 Clarion Hotel IFSC, Dublin 1

25th March 2006 Great Southern Hotel, Cork Airport

8th April 2006 Woodlands Hotel, Limerick

6th May 2006 Great Southern Hotel, Killarney, Co. Kerry

In the Next Issue:

- Public Lighting Contracts - are ESB Contracts and independent Contractors playing on a level pitch? - your comments are welcome
- 'Run on' Public Liability Insurance - an explanation of a pitfall not recognised by many
- EPACE - What is their role and what are their powers?
- Meet the Team

Show your Colours:

As a member of ECSSA, you are affiliated to the largest Regulatory Body for Electrical Contractors.

We encourage all ECSSA Members to display the ECSSA logo on all their vans. If you need a supply of Stickers, either inside or outside, please contact the Office for same. There is no charge for these Stickers.

Wire-Free Radio Fire Detection



5000 FirePoint is an analogue addressable fire detection system with a range of fully featured controllers from 4-zone to 96-zone with radio based networking and paging.

The Wire-Free environment eliminates expensive fire-rated cable and all faults and false alarms associated with wired systems.



Fire sensors can be installed in less than 10 mins and are based on industry standard devices, they have no visible aerials and aesthetically pleasing low profile designs. Each sensor has an integral energy pack that has a typical, field-proven life of 5 years. Sensors include optical smoke, heat and multisensor - combining both smoke and heat.



VoicePoint is the award winning combined wire-free fire sensor/voice evacuation sounder that provides the ideal solution for applications such as hotels and hospitals where a fire detector and sounder are required in every room.

5000 FirePoint is supported with a range of wire-free ancillaries. As with the fire sensors all ancillaries can be quickly and simply installed without damaging the fabric of the building or disrupting business operation.



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EMS Radio Fire & Security Systems
For further information, support and service throughout Ireland contact:

Vision Radio Fire
Unit 1, Wainsfort Drive, Terenure D6w
Tel: 01 4927341 / 01 4936101 Fax: 01 4927341
Mobile: 087 7971898
Email: sales@visionradiofire.com
Web: www.visionradiofire.com



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