

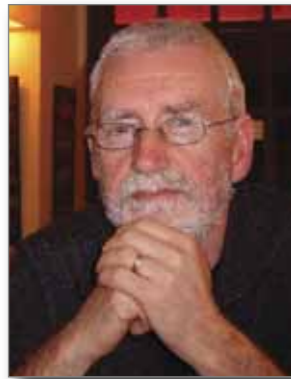
Meet the Team

For the majority of ECSSA members their only contact with the ECSSA Staff is by telephone so we thought it would be a good idea to give members the opportunity of putting a face to the name and finding out something about the people they deal with in ECSSA in the course of the year.

This Newsletter features Assistant Technical Manager, Liam McHale, and Company Secretary, Evelyn Cremin. Over the next few Newsletters other members of the Staff will be featured.

Liam McHale

– Assistant Technical Manager



Liam served his time as an electrician with Dublin Corporation and was involved in all aspects of the Corporation work from the re-wiring of houses, to pumping stations, and treatment plants. He came to Killarney 30 years ago to work in the maintenance Department of Pretty Polly, a local manufacturing company, and a year later he married a Killarney woman and has remained here since. Seventeen years later when Pretty Polly closed, Liam became self employed as an electrical contractor, with much of his work coming from Sara Lee, the company which re-opened in the Pretty Polly plant a number of years later. Apart from normal domestic and industrial work, Liam is highly experienced in control and automation systems and was also involved in the medium voltage installation at the Pretty Polly plant.

He joined ECSSA as Assistant Technical Manager in May 2007 and has quickly slotted into the role of dealing with technical queries from members and public alike. Liam and his wife Eileen live in Killarney, and when not working, his hobby is fishing on Killarney's famous lakes.

Evelyn Cremin

– Company Secretary



A native of Rathmore, Evelyn was educated in the Presentation Convent, Rathmore.

She commenced her working career in the Purchasing Department of Johnson Matthey Plc, London. This was followed by a time in Australia working for a medical statistics company. On return to Ireland she worked for a variety of manufacturing companies in Cork and Kerry with most of time was spent in the in Administration, Planning and Quality Control. She joined ECSSA in 2004 and took charge of Sales and Administration. She was promoted to Company Secretary in 2006.

Her background in planning and quality control have enabled her to create programmes which monitor key performance indicators and detect negative trends in any aspect of the operation, ensuring that corrective action is taken before such trends can impact on the overall performance of the business.

Her interests include gardening, reading and travel.

ATTENTION !!



Once again we have to emphasize the importance of ensuring that the address shown on the Completion Cert submitted to ECSSA is the same as that which appears on the correspondence from ESBN from where the MPRN is obtained.

Because of instances in the past where incorrect premises have been energised, we cannot now transmit any Cert to ESB unless the details correspond exactly to the details which ESB have for the particular MPRN.

The danger of incorrect addresses arise when a developer changes the numbering sequence on a scheme of houses from the numbers on the original plan submitted to ESB, or where the electrical contractor incorrectly uses a local rural address when in fact the correct address may be in a different townland.

Please ensure that you actually see what address is shown on the Capital Contribution Receipt from ESB before filling out your Cert.

Verification & Certification Courses 2008

Day:	Date:	Time:	Location:	Venue:	Address:
Friday	31st Oct '08	7-10pm	Waterford	Remada	Cork Road, Waterford,
Friday	31st Oct '08	7-10pm	Kildare	Glenroyal	Maynooth, Co Kildare
Saturday	1st Nov '08	12noon -3pm	Cork	Doughcloyne	Doughcloyne Cork
Saturday	1st Nov '08	12noon -3pm	Dublin	Legrand Office	15 Holly ave Stillorgan Ind pk Stillorgan Co. Dublin
Friday	14th Nov '08	7-10pm	Portlaoise	The Killeshin Hotel	Dublin Road, Portlaoise Laoise
Friday	14th Nov '08	7-10pm	Navan	Ardboyne	Dublin Road, Navan, Co. Meath
Saturday	15th Nov '08	12noon -3pm	Limerick	Kilmurray Lodge	Dublin Rd, N7, Castletroy, Limerick,
Saturday	15th Nov '08	12noon -3pm	Dublin	Legrand Office	15 Holly ave Stillorgan Ind pk Stillorgan Co. Dublin
Thursday	20th Nov '08	7-10pm	Kerry	Ecssa Offices	Park Road Killarney Co.Kerry

Timetable : Thursday & Fridays 7pm to 10 pm - Saturdays 12 noon to 3pm

Cost : €120 per person

Members are reminded to bring Test Instruments, check Batteries & leads, in particular 3 leads for loop impedance shower testing. New leads can be purchased from ECSSA.

A Booking Form is included in this Newsletter and is also available for download on our website at www.ecssa.ie

Wholesale supply of gate automation equipment

Horan Electrical Services specialise in the supply of automation equipment for electric gates. Our quality equipment is supplied ready to fit, whether arm, articulated arm, or underground kit and gear for a sliding gate.

For example, our underground kit consists of two galvanised underground cases with covers, two motors, a radio card, antenna and two remote controls. Other accessories options, such as keypad, intercom and inductive loop are also available.

The equipment is designed for simple fitting but we also offer:

• Installation services • commissioning services • Technical helpline



Horan Electrical Services

Roscommon, Co. Roscommon.

T: 087 287 8557

E: gates@classic.ie

Make sure that qualified installers get the profit from this rapidly expanding trade

ECSSA news

Autumn 2008

Chairman's Comments

Dear Member,

ECSSA has now completed its tender to the CER and we are reasonably confident that we will be appointed as an Electrical Safety Supervisory Body (ESSB) under the new regulatory structure which comes into place at the beginning of January 2009.

There will be little outward sign of the change from a contractor's point of view, nor will there be any change to the manner in which Inspectors carry out their work.

We are currently looking at recruiting a number of additional Inspectors in order to reduce the workload and travelling involved for each of our Inspectors as membership continues to grow.

We hope to be in a position to provide full details of any changes in our next Newsletter, due out in early December.

Should any major changes be required as a result of designation as an ESSB it may be necessary to convene an EGM of the Company to ratify these and, if so, notification will be sent immediately that this EGM is found to be necessary

The 2008/2009 series of Certification Training Courses commences at the end October and full details of the schedule to the end of the year are shown at the back of this Newsletter.

Given the downturn in work this might be an ideal opportunity for contractors to avail of these Courses and so set themselves up for the more rigid application of Course attendance which will be enforced by the CER from January 2009 onwards.

John O'Loughlin

Chairman of ECSSA



In this Issue:

- Change of Contractor
- Down Lighters
- Foil Back Slabs
- Upgrading of existing domestic installations

ECSSA OFFICE HOURS:

**Monday to Friday:
9am to 1pm and
2pm to 5pm**

**CLOSED FOR LUNCH
1pm to 2pm**

John O'Loughlin
Chairman of ECSSA



Notice to Members

1. Change of Contractor

Regrettably the past few months have seen a substantial increase in the amount of disputes where customers have sought to appoint alternative contractors to complete work or to carry out additional post completion work.

From the outset it should be recognised that post completion work in any project can be carried out by any contractor the client chooses to appoint, and the original contractor has no legal or moral right to expect that he will automatically be given this work. By signing and submitting a Completion Cert, the contractor has signified that he has completed the installation, tested it, and that it is fit for connection to ESB supply. Thereafter, if the customer chooses to change light fittings, replace socket and switches with a more upmarket specification, or have any additional work carried out, the customer is free to give that work to any qualified contractor he likes.

However an entirely different scenario arises when the work has not been completed or certified by the original contractor. If a problem arises at this stage, it almost invariably arises from the refusal of the client to make stage payments on the work already carried out and the resulting refusal of the electrical contractor to proceed any further until money is forthcoming. This is a commercial dispute and no Regulatory Body or anybody else can expect an electrical contractor to supply more goods and services to an installation where the client is already behind time in his payments.

To expect a contractor to do so would be to ask him to expose himself to greater financial loss than that to which he is already exposed. Obviously there has to be a provision where an alternative contractor can be nominated to complete an installation should the original contractor die, emigrate, or cease trading. The client cannot be expected to have his installation remain unfinished in circumstances which were not of his making. On the other hand, providing an opportunity for customers to avoid paying their bills was never the intention behind the provision of a facility to appoint an alternative contractor. Even where there is a genuine need to replace the original contractor, it is important that procedures laid down should be followed by all parties involved. If the outgoing contractor has no problem in handing over the job to a new contractor, then the matter is relatively simple, but nevertheless that consent should be conveyed in writing either to the customer or to the incoming contractor, who can in turn make his Regulatory Body aware of the circumstances. If such consent is not forthcoming, there is an onus on the incoming contractor to find out the circumstances and the genuine reasons why the original contractor has refused to complete the installation.

A contractor who finds that the original person carrying out the installation has withdrawn because of lack of payment would be well advised to keep well away from such a contract. Unless a contractor, on being asked to take over a job, finds out the reason for the

replacement of the original contractor, he is effectively going in to certify work which he did not carry out himself and he is doing this without the clearance from his Regulatory Body. This sort of conduct can have serious implications for the new contractors continued membership.

A different scenario arises when the electrical contractor is a domestic sub contractor to a builder who has had a dispute with his customer. If the electrical installation has progressed to a stage where the work can be tested and certified, the electrical contractor will have fulfilled his contractual obligations if he hands over the Cert to the person who caused the work to be done, ie. the builder. Should the builder chose to retain this Cert as leverage in his dispute with the customer, then the customer cannot force the electrical contractor to issue a further Cert, as the customer is not privy to any contract with the electrical contractor, nor can he make any demands of him.

If, as is happening on an ever increasing scale, the building contractor ceases trading, or goes into liquidation without having paid his domestic sub contractors, then the position of these subcontractors is quite weak. They cannot approach the customer for direct payment since no contract exists between the customer and the subcontractors, and, even if the customer has still retained a certain amount of money due to the main contractor, he cannot utilise that money to pay the subcontractors directly, as to do so would be to use money due to the liquidator to create preferential creditors ahead of those creditors who have a statutory right to be placed ahead of unsecured creditors.

All monies collected by the liquidator are required to go into a central fund from which the liquidator has first call for his fees, followed by the Revenue, secured creditors such as banks and so on. By the time all these have had their share of the accumulated assets, there is unlikely to be anything left for the unsecured creditors such as the subcontractors. If there is still work to be done, it would make more sense for the customer to do a deal with the subcontractor so that he can pay him directly outside of anything owed to the builder but electrical contractors should be conscious of the fact that they should not seek to recover their losses to the builder from the client by charging an exorbitant amount for any work required to finish the job.

Extra work carried out, or material supplied over and above the terms of the original contract are areas where a subcontractor has a reasonable chance of recovering, particularly if these extras were provided directly at the request of the customer. Such extras are generally not treated as variations of the original contract, or variations under that contract, but rather as a new contract entered into directly between the customer and the electrical contractor. These extras were never part of the contract with the builder, and as such cannot come under the control of the liquidator. The subcontractor is entitled to claim directly from the customer and an excuse by the customer that his contract with the builder included the electrical work will extend only as far as the work and materials specified in the original contract between the builder and the customer.

2. Down Lighters

Despite several warnings of the potential risks of fitting Down Lighters, it appears that many contractors have not as yet fully realised the serious fire hazard which the incorrect fitting of such lights can cause. These hazards can arise in a number of ways. Firstly, there is the irresponsible attitude of a contractor who fits these lights without any form of fire seal or other means of keeping insulation well clear of the fitting. It is not enough to merely cut a hole in the ceiling and push back the insulation from around the fitting without ensuring that the insulation is physically prevented from encroaching on the fitting as it will tend to do once people start to walk on the floors overhead.

Secondly, there is a situation where Down Lighters are retro fitted to existing buildings, and in particular single story buildings where the back of the fitting is exposed in the attic space. While the area around the fitting might be clear of all insulation, or indeed there may not have been any insulation in the attic when the light was fitted, the current emphasis on energy efficiency is such that many householders are now opting to blow expanded polystyrene into the attic space, in many cases covering the light fittings with several inches of insulation. This leads to a two fold problem in that the expanded polystyrene will attack and eventually destroy PVC cables, while in the shorter term the now covered light will overheat and will almost certainly lead to a fire. Companies providing insulation services have sprung up in great numbers in response to the demand for more efficient conservation of heat, but unfortunately many of these companies have no real concept of the potential hazards they are

creating by merely filling attic spaces with insulating material, while at the same time ignoring the overheating of lights and the chemical damage to cables which their products can cause. Electrical contractors can only do so much by advising their clients of the hazards which these fittings can cause, but it is long past time when the Department of the Environment, The National Consumer Agency, the Health & Safety Authority, or some other of the many agencies set up to protect the interests of the public, treat this threat seriously and fund a public awareness campaign on national television and print media. Or will we have to wait for another Stardust before these time-bombs are recognised for what they are and their use properly legislated for?

3. Foil Back Slabs

The increasing use of foil back slabs in houses and hotel rooms has given rise to the question of whether this foil needs to be earthed and what is the most effective means of doing so. One train of thought favoured the idea of not bonding this foil and treating it as if it were an unconnected piece of metal standing in isolation, as for example a bath plumbed entirely with Acorn or other non-conducting pipes. On the other hand, it should be remembered that a light fitting fixed on these slabs either by screws or metal toggles could become live, and the voltage leak to the frame of the fitting would be transferred to the metallic foil via the screws or toggles. The voltage could then transfer to another part of the room where another fitting such as a radiator or towel rail could also be fixed to the wall in a similar way, thereby bringing the voltage from the live foil, via the screws, to the towel rail.

The problem would not arise if the slabs were fixed to metal studding and if this studding was properly earthed.

On the other hand, if the more traditional timber studding is used, there is no path to earth to operate the short circuit protection device and the voltage can be transferred on to any other conducting unit which is connected to the foil. One of the suggestions for earthing this foil back slab is to fix a number of flat galvanised plates to the timber studding at intervals which will ensure that at least one plate is in contact with each individual slab and to bridge all these plates together with a bonding wire which is then connected to earth.

4. Upgrading of existing domestic installations

With the downturn in the construction of new houses a certain amount of alternative work is being provided for contractors by agricultural buildings, which are currently subject to substantial grant aid, although there is no indication as yet that the deadline for completion of such grant aided work will be extended into the new

year, despite the fact that the bad weather has prevented many projects, which have already been given the go ahead, from being completed, or in some cases even started.

Another aspect of work which might see an upturn is the refurbishment of local authority owned housing stock, many of which are in dire need of re-wire at this stage. For contractors undertaking this kind of work, it is vital to be fully aware of what exactly the local authority needs. On the face of it, the work might appear no more than replacing the fuse board with a consumer unit, fitting RCBs or RCBOs, or even perhaps relocating the meter position to an outside cabinet. In some cases where old rubber cable still exists, it is vital that house be totally rewired using current PVC/PVC cable. Cables from the early sixties which were largely PI/PVC should still be in good condition, and are unlikely to need replacement, but a single line in the Council's specification could leave contractors open to a far bigger job than it might initially appear. Should the specification call for the installation to be brought fully up to current ETCI requirements, this effectively means that the cable core colours

will almost invariably put the existing cables outside of the current code, and it will also require earths to be brought to all switches, even where a plastic switch box and a bakelite switch provides no terminal for connection of an earth wire.

The whole area of smoke alarms also needs to be very clearly specified as some Council Engineers expect the fire alarm to consist of at least four, or perhaps five, detectors, though when asked where this specification can be found, they are unable to point to anything other than a British Standard. Irrespective of what Standard local authorities want to work to, it is vital that the exact requirements be clearly understood by both the employer and the contractor before a tender is submitted. To make a mistake in the price of one house is unfortunate, but if one were to get it wrong in an estate of a hundred houses, it could be catastrophic for the unfortunate contractor.

Congratulations and Welcome ...



We would like to take this opportunity to congratulate Daniel Ryall of Newtown, Freshford, Co. Kilkenny, who was the Irish Winner of the Electrical Installation Skills in 2007, and who went on to finish third in the World Competition in Japan last November.

Daniel joined ECSSA in May of 2008, as ECSSA Member number 32082 making him the 4082th contractor registered with ECSSA since its foundation in 1997.

Despite the downturn in the construction industry, Daniel reports that he is currently finding plenty of work which proves that quality always comes out on top!

