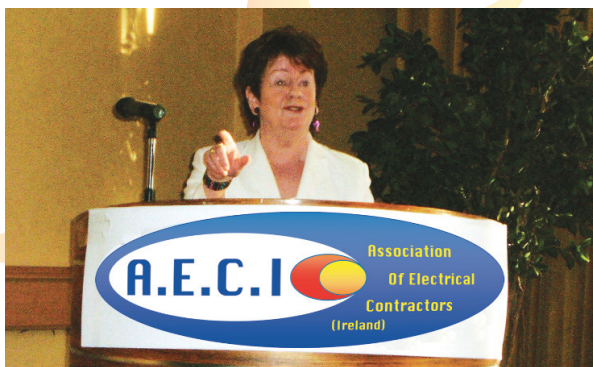


AECINEWS



Senator Mary O'Rourke addressing the Gala Dinner at the AECI Annual Conference in Athlone.

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Vice-President

Mr. Shaun McDermott

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Mr. Frank Molloy

South Dublin

Ms. Shelagh Ennis-Lamb

Mr. Tony Lambert

Mr. Shaun McDermott

Mr. Des Kenny

1ST INTERNATIONAL FORUM OF ELECTRICAL SAFETY

The 1st International Forum of Electrical Safety was held in Paris, on 9th December, 2004. This event was organised by FISUEL (International Federation for the Safety of Electricity Users). Representatives from the Electrical Industry worldwide gathered to discuss all aspects of electrical safety, with spokespersons from as far away as South Korea, South Africa, Australia, Canada and Korea, speaking about safety issues in their own countries, as well as electrical safety on a global level.

It was hoped that this Forum would create an opportunity for knowledge sharing and an exchange of ideas, among those concerned with this issue.

A major cause for alarm is the fact that 16,000 electricity related injuries and 540 electricity related deaths occur in Europe each year. 70% of residential buildings are over 30 years old, yet each year less than 1% of lodgings requiring their electrical installations to be renovated, are made electrically safe. Hazards are present in over 50% of installations. While 30% of residences in Spain are classed as 'very dangerous', a staggering 85% of residences in Russia are classed in this category. And while the boom in Ireland means an increase in newer houses, the number of houses built before the early to mid nineties has to be remembered. Consequently, ageing electrical installations and the safety surrounding them are a growing problem. The AECI was represented at this Forum by the then AECI President, Mr Jack Hegarty.

With a view to continuing this interaction with FISUEL, our new President, Mr Dermot Mc Clannon, attended the FISUEL AGM in Luxembourg last month. The AECI will continue observing the activities of FISUEL in the hope of creating a safer environment for all electricity users, both here in Ireland and internationally.



New AECI Executive Council

For more on the Conference and Trade Show, see pages 4 & 5

Contract of Employment Information

Anyone who works for an employer in Ireland for a regular wage or salary automatically has a contract of employment, regardless of whether it is written or not.

The contract will include some or all of the following elements (regardless of whether the employer and employee have specified them or not):

Rules

The Terms of Employment (Information) Acts 1994 and 2001, provide that an employer is obliged to provide an employee with a written statement of terms of employment within the first two months of commencing of employment.

The statement of terms must include the following information:

- (a) the full names of the employer and employee;
- (b) the address of the employer;
- (c) the place of work.
- (d) job title and/or nature of work;
- (e) the date of commencement of employment;
- (f) in the case of a temporary contract of employment, the expected duration of the contract or, if the contract of employment is for a fixed term, the date on which the contract expires,
- (g) the rate of pay or method of calculation of pay and the pay reference period for the purposes of the National Minimum Wage Act, 2000;
- (h) that the employee may, under section 23 of the National Minimum Wage Act, 2000, request from the employer a written statement of the employee's average hourly rate of pay for any pay reference period as provided in that section;
- (i) pay intervals;
- (j) the terms and conditions relating to hours of work (including information on overtime and entitlements to rest breaks and rest periods as per the Organisation of Working Time Act);
- (k) terms and conditions relating to paid leave (other than sick leave);
- (l) terms and conditions relating to sick/injury leave, sick pay and pensions schemes
- (m) notice which the employee is entitled to receive and obliged to give;
- (n) reference to any collective agreements which directly affect the terms and conditions of the employee's employment.

In the case of the particulars noted at (g) (h) (i) (j) (k), (l) and (m) above, the employer, as an alternative to providing all the details in the statement, may use the statement to refer the employee to certain other documents containing the particulars e.g. ENJIC Agreement, provided such documents are reasonably accessible to the employee in his/her employment.

The statement of terms must indicate the reference period being used by the employer for the purposes of the calculation of the employee's entitlements under the Minimum Wage Act, 2000. (Under that Act the employer may calculate the employee's minimum wage entitlement over a reference period that is no less than one week and no greater than one month).

The statement of terms must also inform the employee that he/she has the right to ask the employer for a written statement of his/her

average hourly rate of pay for any reference period (except the current reference period) in the 12 months prior to the date of the employee's request.

Specific provisions in contracts of employment

In recent times, some employers are adding in specific provisions in contracts of employment that limit the ability of employees to work in a certain sector, with certain suppliers and clients, for a period following termination of employment. (For example, it may specifically state that the employee cannot work in a certain sector, with or for suppliers or clients of the former employer, etc.). There is nothing in employment law in Ireland that strictly forbids this, but there is no provision in employment law that allows this either.

Essentially, this is an issue of contract law - that is, the contract of employment signed and agreed between the employer and employee. If you have any concerns about this issue, you are strongly advised to seek legal advice from a competent legal professional in advance of signing this contract. However, even if the contract is signed, you are always free to seek such legal advice. Solicitors fees in Ireland can vary widely so shop around and obtain some quotes for legal advice before you proceed.

Probationary period

The contract can include a probationary period and can allow for this period to be extended. The Unfair Dismissals Acts will not apply to the dismissal of an employee during a period at the beginning of employment when he/she is on probation or undergoing training provided that:

- the contract of employment is in writing;
- the duration of probation or training is one year or less and is specified in the contract.

Growth in Construction Sector

According to the Ulster Bank, May 2005 has been a month of growth in the Irish construction sector. The strongest increase was in the housing sector, with the pace of expansion rising for the first time in four months. In fact, the **Ulster Bank Purchasing Managers' Index® (PMI®)**, a seasonally adjusted index measuring the overall health of the construction economy, rose from 54.4 in April to 55.5 in May after a slow-down in activity the previous five months.

The commercial building sector has also experienced an increase in activity, but has slipped back from high levels seen in the third and fourth quarters of 2004. Civil Engineering activity has increased after a slight decline in April, but growth is still slower than in other areas.

Employment levels in the construction industry have levelled significantly since late 2004. Forecasts in the first half of 2005 indicate that employment growth is likely to be modest compared to the 13% increase in 2004.

The construction sector provides nearly a quarter of a million jobs and generates revenue of nearly 30 billion euro, which accounts for almost a quarter of the GNP of Ireland.

Indicators suggest that the reason behind this latest growth is due to a rise in the level of new business placed with Irish firms and a strengthening in demand for new projects.

BEING SMALL GIVES YOU BIG ADVANTAGES

Giant corporations are often looked to as leaders in their respective industries. They are the ones that set the pace and call the shots, so to speak. This is a misnomer, as large corporations are typically the ones who deliver the weakest customer service. Frequent complaints include experiencing difficulty reaching a representative by e-mail or phone, and being transferred from department to department because of uncertainty as to who handles that 'area'.

If you are a small or medium business, be proud! There are some distinct and impressive advantages to being small.

THE BIGGER THEY ARE THE SLOWER THEY MOVE

What is one of the biggest customer service complaints? Lack of speed when correcting a problem. Large corporations often stumble horribly in this area, taking an extended period of time to react to customer complaints. This is usually due to cumbersome policies and procedures and lengthy chains of command.

Not you! You're a small/ medium business owner. You can handle clients' questions and concerns immediately. You have the power to address your customers' needs as soon as they arise. This is a big plus!

"OUR POLICY STATES..."

One of the biggest problems in dealing with large corporations is the inability to adjust and change to the needs of a customer. If a customer is unhappy, explaining that your policy was created for their protection does not hold much weight. A dissatisfied customer, forced to deal with policy instead of people, will leave.

But the small business can make concessions and adjust immediately, if necessary. If the policy is doing more harm than good, the small business can just toss it out the window and create a new and improved version. No major corporation can do that without holding a month's worth of board meetings and passing the policy through the legal department...twice.

DECISIONS GET MADE... NOW

One distinct advantage of being small is that decisions can be made immediately. This is extremely beneficial for every aspect of your company: billing; policies; new product decisions etc.

PERSONAL ATTENTION WINS EVERY TIME

One continuous complaint that customers have, is that large companies do not seem to care whether the customer does business with them or not. A large firm's idea of personal attention is to create a form letter that automatically inserts your name beside the word 'Dear'.

Small business owners know better. You can provide personal attention because you actually know your customers. The phrase, 'but I've been doing business with this company since 1983', really means something to a small business.

This is an extremely important advantage to being small...show them you care by offering sincere personal attention.

These are just some of the distinct and powerful benefits you have in being a small/ medium business. While big corporations do have their own advantages, small/ medium businesses can out manoeuvre and out service them almost every time!

AECI Bitesize

Did you know? If you are self-employed, work alone and where attendance at jury service may mean you cannot earn a living, you may qualify to be excused from jury service.

Did you know? If an employee is attending jury service, you must pay them for their time away from work. This applies to anyone with a contract of employment (temporary and contract workers etc.).

AGM

The Radisson SAS Hotel in Athlone played host to the 44th AECI Annual General Meeting on Saturday 23rd April. Approximately 60 members attended and there was excellent debate and input, which made for a very lively and progressive meeting.

The industry is going through a very trying period and there were many issues that required discussion. One of the most serious problems focuses on charge out rates. Electrical contractors in some parts of the country are commanding as little as 22 per hour for their services. This rate should be closer to 45 per hour and it was unanimously agreed that the AECI must take immediate action to remedy this particular situation. Closely aligned with this problem is the fact that there are still electrical contractors not paying the wage rate or abiding by the conditions that are legally binding under the terms of the ENJIC agreement. This is putting severe pressure on the compliant contractor who cannot compete in pricing situations against this type of unfair competition.

It was decided that the AECI should seek to address these two issues immediately, and take whatever action is necessary to sort out these problems. It is accepted that because of the difficulties involved, it will take time before significant changes become apparent. However, the AECI will work diligently towards a positive outcome for its members. Contact is being made with all relevant bodies with an interest in this area including; government departments, regulatory bodies, ESB, CER, etc. It was agreed at the AGM that this action was needed and will be fully supported by members throughout the country.

The meeting was also unanimous in its opposition to the new pay rates, and voiced strong disapproval regarding the manner in which the rates are calculated. It was agreed that even though the AECI fully supported the ENJIC agreement, that pay rates over the past number of years placed a major burden on electrical contractors' profitability and competitiveness. Again the AECI will examine this area in detail and will work closely with the TEEU and the ECA in order to arrive at a more equitable solution for all parties concerned.

ANNUAL CONFERENCE AND TRADE SHOW 2005-06-21

The AECl held its Annual Conference and Trade Show in the Radisson SAS Hotel in Athlone, from the 27th –29th May. On the Friday, more than 50 people entered our golf competition, which was again kindly sponsored by Árachas/ Hibernian Insurance. The weather was very poor, but the play was top class and the course was in excellent condition, with great scores the order of the day.

Our Trade Show on Saturday was a huge success. Over 300 people travelled from around the country to visit. In addition, we ran a series of seminars throughout the day, with presentations by Fás, ESB Networks and Unilever. All of the seminars were very well received and provided lots of useful information and advice to contractors.

During the Gala Dinner on Saturday night, we had the honour of being addressed by Senator Mary O'Rourke, who amongst other issues, spoke about the need for a commitment by the Government to tackle the non-compliance issue affecting the industry. The entertainment programme for both Friday and Saturday nights was a great success and was thoroughly enjoyed by all.

By all accounts, everyone had a great time, and the AECl looks forward to building on the success and goodwill generated by this weekend.



Exhibitors at the show

Árachas, ABB, AEF, APEX Fire, ATC, Avnet Technologies, Carey Tools, Charles Nolan, Corderg Ladders, Dehn UK, Delta Network Solutions, Derrywood Agencies, Devi Heat, Dimpco, Eastern Electrical, ECSSA, El Shannon, EPL Controls, Exchequer Software, Fás, Fuel Plus, Hager, IQ Custom Sound & Vision, LCMS (Legal & Credit Management Services), Le Grand, LXL, Medlock, MJ Flood, Novar, PA testing Ireland, Philips, RECI, Rittal, Schneider, Snickers, TEC Electric, Temple Sales, TSI Luckins, Ulster Bank, Xetec.

Novar wins Product of the Show Award

Another addition to the events at our Trade Show the year was the “Product of the Show Award”. This prize is given to a product that shows a high level of innovation and design. This year's prize was given to Novar Ireland Systems for the latest addition to their “GENT” fire alarm system, the new S-Quad detector.

Novar Ireland Systems has recently been acquired by Honeywell and their winning product marks an advance in fire safety. Novar's Marketing Manager Paul Noonan tells us more. “The launch of Gent's new S-Quad sensor range breaks new ground in the detecting and signalling of fires. A Sensor with integral Sounder, Strobe and Speech message capability, all in the same device with no additional power supply required will prove a safe and cost effective solution for many applications.”



The judging panel were unanimous in their decision and presented Paul Noonan with the prize of a €2000 cheque sponsored by Ulster Bank. Upon accepting the prize, Novar graciously offered to donate the prize money to a charity of the AECl's choosing. The AECl decided to give €1000 to the Irish Electrical Benevolent Association (IEBA) and €1000 to the South Westmeath Hospice. Once again the AECl like to thank Novar and Paul Noonan.



AECI Golf Tournament Sponsored by Árachas & Hibernian Insurance Results

	Member	Visitor
1 st	Jack Hegarty	Michael Wyer
2 nd	Pat Gill	Nicky Behan
3 rd	Des Kenny	Mark Keogh
Class 1		
1 st	Pat Powell	Mark French
2 nd	Pat Scanlon	
Class 2		
1 st	Gerry Goggin	Ronnie Baird
2 nd	Sean Mc Dermott	
Class 3		
1 st	Mike Mc Grane	David Mc Gloughlin
2 nd	David Minogue	

Front Nine
Willie Tracey

Back Nine
Joe Horgan

Ladies
1st Eileen Gill
2nd Anna Allen



Birthday Boys

We had two birthdays on the Friday night of the Annual Conference. Former AECI President Brendan Hall (above) and Executive Council Member Barry Boyle. Three Cheers!!!

Adult CPR

Approach & Assessment

Remember – Seconds Count

Check for Danger

Approach the area with care, making sure there is no danger either to yourself or the casualty. Be aware of hazards such as water, electricity, gas, traffic and falling masonry.

Check for Response

Assess whether the casualty is conscious. Kneel beside the casualty's shoulder. Carefully shake their shoulders and call out loudly to them (Are you alright? Can you hear me? Open your eyes! Etc.)

Avoid violent shaking. An unconscious casualty will not respond.

Fig. 1



Shout for Help

If the person does not respond, immediately call for help. If another person is available, send them to call the emergency services.

If you are alone with no help available, make the call yourself, using the following guidelines:

- Dial 999 or 122
- Ask the operator for the ambulance service
- Ask the controller for an cardiac ambulance
- Give your exact location
- Give any landmarks that might be helpful
- Give your telephone number
- Describe the problem (e.g. an unconscious adult)
- Wait until the ambulance controller has all the information they require.
- Allow the operator to hang up first.

Note

If you send another person to summon the ambulance service, ask them to return and confirm that the ambulance is en route.

Also, in any serious emergency, particularly in a rural area, it is important that a doctor is called as soon as possible.

Opening the Airway

To open the airway of a casualty (with no trauma involved) use the **Head tilt chin lift manoeuvre**, as follows:

Place one hand on the forehead and gently **tilt the head** by applying firm backward pressure. (Keep your thumb and index finger free to close the nose if rescue breathing is required)

At the same time, place two fingertips of your other hand under the bony part of the chin and gently **lift the chin** forward.

Keep your fingertips under the bony part of the chin. This provides support for the jaw and helps to tilt the head.

This manoeuvre will open the airway and in some cases may be all that is required to allow the casualty to breathe spontaneously.

Fig. 2



Check for breathing

• Keep the airway open. Check for foreign bodies in the airway. Check if the casualty is breathing by using the **Look, Listen and Feel** method.

- Look into the mouth for any obstructions
- Look along the chest for rise and fall
- Listen for the sounds of breathing
- Feel for breath on your cheek
- Look, listen and feel for up to five seconds before deciding that breathing is absent.

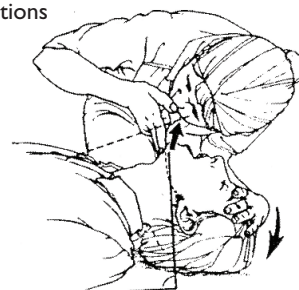


Fig. 3

Provide rescue breathing

If the casualty is not breathing, give two rescue breaths. The best way to give rescue breathing is by using the mouth to mouth technique.

- Leave well-fitting dentures in place
- Keep the airway open using the **Head tilt chin lift manoeuvre**.
- Be sure to keep the heel of your hand in place so the casualty's head remains tilted. Pinch the nose shut using the thumb and forefinger of the hand on the casualty's forehead.
- With your other hand keep the chin lifted and ensure the casualty's mouth is open.
- Take a breath, place your mouth completely over the casualty's mouth and make a firm seal. Breathe steadily into the casualty while checking for rise and fall of the chest.
- Maintaining head tilt and chin lift, take your mouth away from the casualty and release the nose to allow the chest to fall fully as the air comes out.
- Give two breaths in total. Each breath should be sufficient to cause the chest to rise (about one and a half to two seconds per breath)

Fig. 4

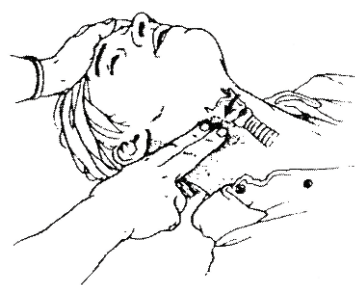


Circulation

Once you have given two successful rescue breaths, assess the casualty for signs of a circulation:

- Look for any movement, including swallowing or breathing (more than an occasional gasp) and by checking the pulse at the side of the neck (Carotid pulse)
- To find the carotid artery pulse, take the hand that's lifting the chin and find the casualty's Adam's apple. Slide the tips of your fingers down the groove beside the Adam's apple and feel for a pulse
- Check for signs of a pulse for no more than ten seconds. When there is no pulse you must assume that the heart has stopped. This is called a **cardiac arrest**.

Fig. 5



Chest Compressions

If there is no pulse, you will need to start chest compressions. Chest compressions are performed with the casualty lying flat on a firm surface. By rhythmically depressing the breastbone towards the backbone, you force the heart to pump blood around the body to the vital organs. Kneel by the casualty's side and find the lower half of the breastbone. Run the index and middle fingers of the hand nearest the casualty's legs, up the lower margin of the ribcage and locate the notch where the ribs meet the breastbone.

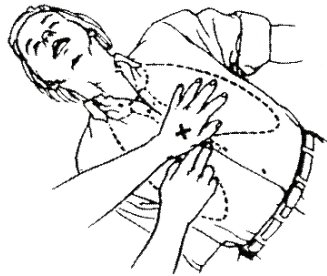
With the middle finger in this notch, place the index finger on the lower end of the breastbone.

Place the heel of your other hand on the middle of the breastbone next to the fingers that found the notch.

Place the heel of your first hand on top of the other hand that's in position in the centre of the breastbone.

Be sure to keep your fingers up off the chest wall. It may be easier to do this if you interlock your fingers.

Fig. 6

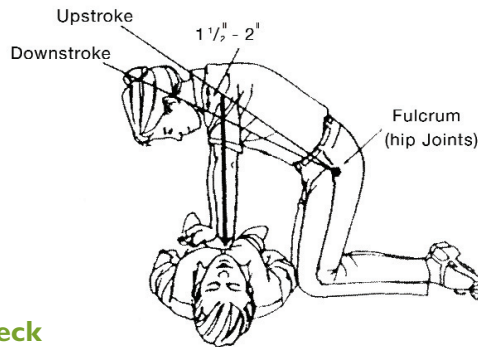


With your elbows straight, bring your shoulders up until they are directly over the centre of the casualty's chest. Now press down on the breastbone, keeping your arms straight, to a depth of one and a half to two inches.

Completely relax the pressure on the breastbone. Do not remove your hands from the casualty's chest, but do let the chest rise to its normal position between compressions. Relaxation and compression should take equal amounts of time.

If you must give both rescue breathing and external chest compressions, the proper ratio is 15 chest compressions to two breaths. You should compress the breastbone at a rate of 80 to 100 time per minute.

Fig. 7



Pulse check

After four complete cycles finishing on two breaths, check for a pulse again, waiting no more than five seconds this time. If there is no pulse, continue with the cycles beginning on chest compressions and checking for a pulse every three minutes or twelve complete cycles thereafter.

After starting CPR you should continue until one of the following occur:

- The emergency services arrive and take over
- Another trained rescuer relieves you
- When you are advised to stop by a doctor
- The casualty's pulse and breathing are restored
- Until you are exhausted.

CPR alone will "buy time" for the casualty by allowing blood containing oxygen to be circulated around the body, preventing damage to vital organs such as the brain. It may not bring the casualty back to life which is important that the ambulance and doctor is called as quickly as possible.

Please contact the AECl for details of First Aid and CPR Courses available.

Attention Contractors

Inspectors from the Department of Enterprise, Trade & Employment recently examined the financial and employment records of an electrical contractor in the south of Ireland. It was discovered that the contractor in question was non-compliant with the terms of ENJIC and had not been so for many of years.

A department finding against the contractor means that he now has to pay back money on pay rates for a number of years, as well as the accumulated interest involved. Failure to pay this will result in legal action which, in turn, could end up costing more in terms of fines or even a prison term.

Remember the ENJIC agreement is a legally binding agreement on all electrical contractors. Its terms must be complied with. If you do not, you are breaking the law and will have to pay the price.

You have been warned.

AECl Bitesize

Did you know? When an apprentice is in the "Off-The-Job" Phases, that time counts when calculating his holiday entitlements.

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EPL Controls Ltd.
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Fax: +353 (0)1 8011413
Email: controls@engpal.ie

Successful Delay and Disruption Claims: Recording the Proof

Delay and disruption issues that ought to be managed within the contract all too often become disputes that are decided by third parties. The number of such cases could be substantially reduced where the parties to the contract, particularly the contractor, maintain detailed records and programmes for the works.

Where disputes do arise, far too many legitimate claims fail entirely, or in part, because of an inability by the contractor to support its claim with hard evidence.

Where the contractor can't produce documentary evidence to prove his claim, he risks having his claim reduced or, even worse, dismissed completely. To succeed in his claim the contractor must produce facts supported by sound documentary evidence; the sort of evidence that speaks for itself and which discharges the burden of proof without any doubt. It is crucial to look at this standard of evidence as that which a contractor would demand from a sub-contractor making a claim. Achieving these high standards of evidence requires meticulous record keeping and serving contractual notices and necessary correspondences on time and when required.

Keeping the records

Most standard form contracts do not require the Contractor to keep contemporary records. Nor do they provide for the employer to instruct the Contractor to keep such records. The Contractor should however, as a matter of course, prepare suitable information and keep contemporary records. This is a standard of practice that will ensure the Contractor is not only prepared when a claim does arise, but can avoid claims arising in the first instance.

Many delay and disruption disputes could be avoided if the

Records and information most likely to be crucial in the success of claims include:

- A master programme identifying the critical path and indicating how the Contractor had envisaged the sequence and timing of the various activities based on the tender information;
- A progress schedule of activities against the master programme;
- An estimate of weekly resources and anticipated expenditure to comply with the master programme;
- Records of actual resources and expenditure based on progress;
- Records of plant standing or uneconomically employed;
- Labour allocation sheets and associated costs;
- Progress photographs;
- Drawing register;
- Site diaries;
- Minutes of site meetings;
- Schedules of information requested and information actually received;
- Written confirmations of instructions (e.g. dates, from whom, to whom, about what);
- Daywork sheets;
- Variations register.

parties properly monitored and recorded the above-mentioned information. Those of us who advise on disputes often find that there is a lack of records, resulting in uncertainty as to when delay occurred, who caused the delay and what were the effects. Good record keeping can remove this uncertainty.

Serving Notices

Any notice required to be served under the Contract should make particular reference to the relevant clause number under which it is being served and the Contractor should follow precisely any procedure pertaining to the form or content of the notice. As notices generally require action by other parties, it is advisable, if not imperative, to keep a log of all notices given and dates by which response should be made by the Employer (or its agent). It is infinitely better to point out to the other party, by way of a further notice, that there has been some inaction on their part, rather than let matters run on.

There is often reluctance by Contractors to serve notices with regard to delay or of a pending financial claim. Generally, however, the contract will contain a clear obligation on the Contractor to provide these

notifications. In serving such notices the Contractor is merely exercising a contractual duty, which is often a pre-requisite to safeguarding its own position.

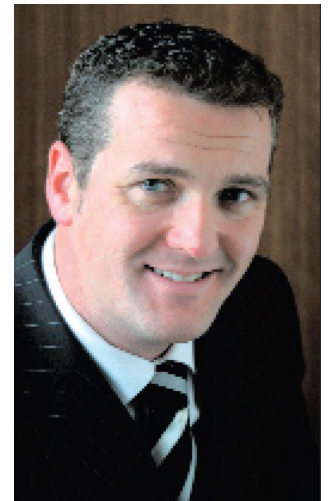
Write don't phone

Many Contractors believe that writing letters is time wasted when they could be getting on with the job. It is very tempting to pick up the telephone instead of writing a letter. There are many instances, however, when there is no sensible alternative to written communications. Such instances include confirming oral conversations; answering questions; giving information; requesting information; and confirming/issuing instructions.

The style of writing will vary depending on the author, but letters should generally be quite formal, and always quote the relevant clause number of the contract when appropriate. This does not mean that complicated and convoluted language is required. The letter can be as simple as a bullet point list, but it should deal with the points raised in a clear and concise manner so as to avoid misinterpretation.

Conclusion

One final suggestion, which can assist Contractor's claims, is to agree with the employer at the



outset the inclusion of a contract clause that requires the Contractor to maintain a minimum agreed list of records. Many Contractors would view this as an onerous task. However, the reality is that such a clause is as much for the benefit of the Contractor as it is for the employer. It requires the Contractor to be disciplined and focussed and, if running an efficient business, to do what he should be doing anyway, irrespective of any clause in the contract.

Where the Contractor has maintained accurate records, the causal link between the delay and disruption and the event that triggered it can be established, and the resultant loss and expense more readily quantified, thus enabling the Contractor to discharge the burden of proof and succeed in its claim.

This article has been reproduced with the permission of the author Damien Keogh (1st published, Irish Construction Magazine, April 2005). Damien Keogh is a Partner in the Projects and Construction Group of leading law firm Matheson Ormsby Prentice. He is one of Ireland's leading construction lawyers, a part time lecturer in Trinity College and a Fellow of the Chartered Institute of Arbitrators.

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