Why on earth does my bonding need checking?

Have you decided to have additional electrical socket outlets, new lighting points, a new circuit installed (such as an electric shower) or any alterations to electrical circuits in your home? If so a NAPIT registered electrician is required, prior to starting work, to verify the earthing and protective bonding arrangements are adequate.

After completion of the electrical installation work no matter how small the job, the work shall be inspected and tested and a certificate issued. Part of this process is to verify that the earthing and bonding conductors are correctly sized, installed, terminated correctly and where applicable work should be notified to building control.

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SPECIAL FEATURE

PRODUCT LIABILITY

Richard Brackenbury of NAPIT Legal with advice on whose to blame if equipment you fit for a customer goes wrong after the installation is completed

We have received a number of calls from NAPIT members facing angry customers wanting them to work for free to solve a problem that they see as someone else's fault.

In most instances they have carried out the work correctly but the product they installed is at fault. If you have been asked to install equipment that does not perform as it should after the work has been completed, it is useful to know what is your responsibility and what is the responsibility of the manufacturer.

In this case there are three issues to consider when you look at this problem – who ordered the product, your contract and the commercial reality.

Gas boiler

Often when you are asked to install a product, you are also asked to supply it. The customer sees it as one job. I will use a gas boiler as an example. A few months after the installation, the boiler stops working. The customer calls you back and you discover that your work was perfect but the boiler was faulty.

You didn't make the boiler, so is this your responsibility to put right? Yes. In this scenario, the customer has no contract with the manufacturer and you are the supplier.

Depending on your contract terms – which I will come to in a moment – you would be in breach of contract by supplying a faulty product.

Washing machine

A simple example of this might be if you go into a shop and buy a washing machine that you later find doesn't work. Do you go back to the shop or contact the manufacturer? The answer: you go to the shop first.

It is possible you may have no idea who the manufacturer is or how to contact them. The liability for supplying a defective product can be very high, even if a supplier has no way of knowing that the product is defective.

Check your contract with your supplier to ensure you are covered for any potential liabilities

Of course, there may be a manufacturers' guarantee with an item but this is in addition to your rights as a customer under the general law of the land against the person with whom you actually had the contract with.

Different scenario

The situation is entirely different if the customer has ordered the product and simply asked you to fit it. You still have to ensure that your work is spot on but in this scenario, if it is the product at fault and not the work and there is a different supplier that the customer can go back to directly for an answer, you are off the hook.

The customer has two separate agreements but you have performed the side of yours so why should you be liable? Working like this can have real advantages for you but when things go wrong, customers can feel aggrieved particularly if you have recommended a particular item.

The contract

Yet again, your written contract can hugely affect your position. The reality is that when you're buying kit to supply and install, you have to buy on the supplier's

Who pays for a faulty product is often a careful balance between your legal rights and commercial reality

terms so what recourse you might have against it is governed by the supplier's small print.

Depending on how long after supply and how the item has been treated, in many cases, you should be able to recover the cost of a defective item.

But I can almost guarantee that there would be no chance of getting back the cost of your time or extra expenses like redecoration costs. Technically, you can try to impose your own terms on your supplier but the reality is that all you can actually do is understand what your rights are at the time you buy and make sure you buy good quality items.

Limiting liability

You have more chance of controlling the situation with your customer, and you can try to protect yourself, by limiting your liability under the contract to faulty works. You can give a limited guarantee on items supplied but pass on the benefit of whatever manufacturer's guarantee exists to the customer.

However, particularly with private consumers, be careful in doing this because if a contract term is viewed as unreasonable, you could find it being struck out by the courts. A badly drafted contract term is just as risky as none at all and it would also be key that the customer knew what they are getting before the deal was done.

Who really pays?

So, your customer has asked you to replace the faulty boiler. You are now aware that you might be in breach of contract but who pays for the replacement boiler and who pays for the work?

As I explained previously, the good news is you also have a potential claim for breach of contract against the manufacturer, so if the customer comes after you, you go after the manufacturer. In the ideal world, the customer gets the boiler replaced and you are not out of pocket.

But often there is a gap in terms of liability for the work required to replace the boiler. The customer doesn't want to pay for your labour and why should they? You don't want to work for free and why should you? The manufacturer has limited their liability to replace the faulty product and they won't pay.

The right balance

In this situation a careful balance must be struck between legal rights and commercial reality. Although on a strict interpretation you might not be obliged to do the work for free, how much will it cost you if the customer decides to take you to court? How much will it cost you if they write a bad review online? How much will it cost you if they talk to other local customers and you lose business that way?

The law surrounding product liability is a complex one and not one that can be solved with one article – each situation is different. But at NAPIT Legal we hope that this has given you some helpful information. If you have any questions about a job that has gone wrong, please speak to the NAPIT Legal team.

NAPIT Legal are there to help. Call free on **0330 9000 720** or email **info@napitlegal.co.uk**

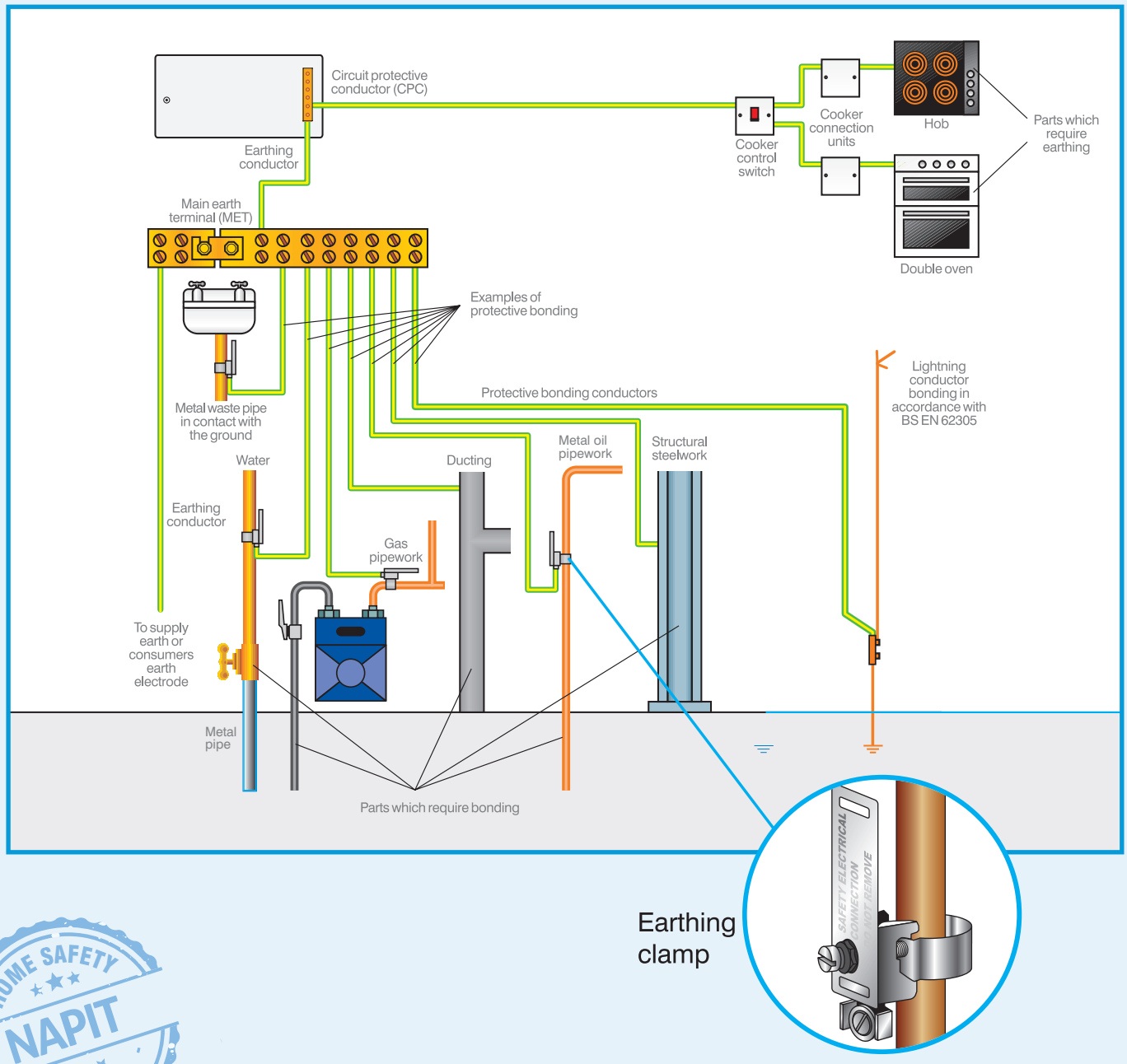
Earthing and bonding explained

Earthing is used to protect people from the risk of electric shock. If the earthing arrangements within your electrical installation were defective or inadequate, you could receive an electric shock from the equipment or appliance metal casing.

The purpose of earthing is to provide a path for electric fault current to flow safely to earth to enable the circuit breaker or fuse to operate.

Bonding is the connection of the incoming metal gas and water pipes and other metal work to the main installation earthing terminal and is vital for your protection from electric shock.

In a correctly earthed installation, any appliance or equipment developing a fault to the metal casing, will be quickly disconnected by the operation of the circuit fuse or circuit breaker.



Supplementary bonding explained

Supplementary bonding is often found in bathrooms or any other room containing a bath or shower.

This is to reduce the risk of electric shock where people may touch two separate metal parts, such as radiators and water pipes, when a electrical fault occurs in the electrical installation.

In these locations supplementary protective bonding conductors connect together the circuit protective conductors of electrical equipment e.g. electric shower to hot and cold metal water pipes and any metal radiators or towel rails.

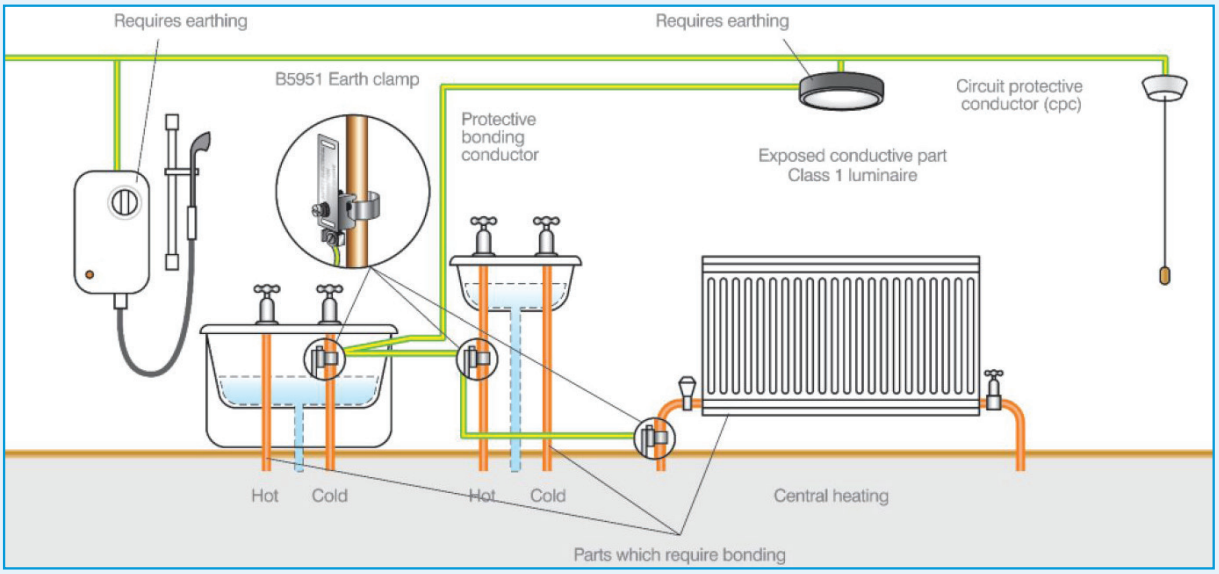
As illustrated this arrangement was common on installations up to June 30th 2008. With the introduction of new IET Wiring Regulations BS7671 (2008), after this date the need for supplementary bonding may be omitted (see regulation 701.415.2 below), as all electrical installations in rooms containing a new bath or shower now need to have their circuits additionally protected by a Residual Current Device (RCD) and all required main protective bonding in place.

For example:

(i) all final circuits of the location comply with the requirements for automatic disconnection in accordance with 411.3.2;

(ii) all final circuits of the location have additional protection by means of an RCD in accordance with 701.411.3.3; and

(iii) all extraneous-conductive-parts of the location are effectively connected to the protective



Earthing Conductor
A protective conductor connecting the main earthing terminal of an installation to an earth electrode or other means of earthing.

Circuit Protective Conductor (CPC)
A protective conductor connecting exposed conducting parts of equipment to the main earthing terminal.

Protective Bonding Conductor
Protective conductor provided for protective equipotential bonding.

Residual Current Device
A protective device which operates when an earth fault is detected.

Earth
The conductive mass of the earth, who's electric potential at any point is conventionally taken as zero.

What do I need to do?

Correctly installed earthing and bonding can protect you from the risk of electrocution and fire caused by faulty equipment or appliances.

A NAPIT registered electrician can advise you on whether your earthing and bonding installation requires improvements to maintain your safety in the event of an electrical fault occurring.

To find your nearest qualified registered tradesperson visit www.napit.org.uk

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