

CCA trustees – Concerns and Responses

It was thought necessary to formally record a series of concerns raised in late May 2025 (in blue). Responses to these concerns have been made after each point, (in black).

These concerns will inevitably have cast doubt among the trustees of CCA and members of the Parish Council as to Martin's professional competence and on his integrity as chairman of CCA.

Electrical work

As highlighted during the meeting on May 28th 2025, there is significant concern regarding electrical work carried out by an individual who is not registered under a government-approved scheme (such as NICEIC or NAPIT). My understanding is that in the UK, electrical work in commercial premises may only be undertaken by someone not registered if:

- * the work is non-notifiable (e.g., replacing light fittings or sockets without altering existing wiring);
- * the work is supervised and signed off by a registered person; or
- * for notifiable work (e.g., installing new circuits or consumer units), the local authority's building control is notified in advance and the work is approved upon inspection.

Uncertified or non-compliant electrical work can invalidate insurance coverage and expose the organisation to legal and financial risk. Only registered professionals can issue an Electrical Installation Certificate (EIC), which is often essential for insurance and regulatory compliance. Due to the lack of certification for this work, CCA may be in breach of the insurance terms.

Response from Martin:

There seems to be a degree of confusion, in my head at least, about the electricity matter. My understanding from the March meeting, as minuted, was that Mark was concerned about unauthorised changes in Unit 1, which had caused the protective devices to trip. He explicitly said his comments did not apply to my work. At the recent meeting, Mark's position appears to have reversed.

The wording of the complainant seems to be substantially from Building Regulations Part P which applies to domestic work. BS7671 is the commercial equivalent. Requirements are broadly similar, but there are differences and they are critical.

The Electricity at Work Regulations 1989 are integral to BS 7671. From BS7671:-

(a) "No person shall be engaged in any work activity where technical knowledge or experience is necessary to prevent danger or, where appropriate, injury, unless he possesses such knowledge or experience, or is under such degree of supervision as may be appropriate having regard to the nature of the work."

(b) "The Enterprise shall be required to employ persons to carry out Electrotechnical work who are competent or adequately supervised to ensure safety during and on completion of the work."

A competent person is a *"Person who possesses the necessary technical knowledge, skill and experience to undertake assigned Electrotechnical work, and to prevent danger and injury"*

"Minor Works" are defined as *"Additions and alterations to an installation that do not extend to the provision of a new circuit."* **Minor works are not notifiable.**

All such works as I have carried out, or will carry out, personally at the Cornhill on Tweed Centre conform to the definition of Minor Works.

By reason of education, technical knowledge and both supervisory and practical experience over 60 years, I claim competence in regard to all such works.

The first stated understanding is incorrect. Legislation intentionally does not restrict competence to trade-based closed shops. I can in any case issue a Structural Engineer's Certificate for the whole or any part of a building, as I did routinely for 20 years as a principal appraiser to the National Housebuilding Council.

The second stated understanding also is quite wrong. Item (c) of the minutes of 4th March 25 refers to work by tenants which is not approved by trustees and explicitly does not apply to my activities.

I will now outline the processes by which we have reached the present position.

When CCA took over the building, the existing electrical system was surveyed by a retired supply-company electrician. From that base, I designed and specified changes to be made, including a new consumer unit and meter for each Unit. It is very logical - each meter is contained within the consumer unit with any CCA connections to the right (unmetered) and the Unit connections (metered) to the left, with Units 1 & 2 on the red phase, 3 & 4 yellow and 5 & 6 blue.

This work was contracted to C.F. Inkpen & Sons Ltd of Berwick and carried out under my supervision in the early part of 2023. All necessary consumer units and circuit connections had been provided at this point. There have been no new circuits added subsequently. All the documentation has been retained.

Unwarranted criticism appears to have been made of two areas in particular - Firstly, the heating control system is contained wholly within the single original circuit, which remains. It has been simplified by the removal of functions not required by the new boiler. The time-switch and external and frost thermostats have been replaced new-for-old. Original copper-clad cables and switchgear have been retained as appropriate. A new cabinet door skin and labels for the various elements are awaited. A copy of the wiring diagram is kept in the reference documents held by Maggie, on which all the internal connections in the cabinet and inside the boiler casing are drawn, numbered and referenced. The boiler room has a very secure lock and is permitted only to authorised persons.

Secondly, as taken for rental, Unit 1 had the conventional power and lighting circuits connected in a consumer unit installed by C.F. Inkpen & Sons Ltd. There were also a number of disused fixed outlets for cooking equipment which had all been taken away. These outlets were connected to a separate 3-phase distribution board which was in poor condition with 15 of 16 fuseways partially broken. I switched this unused board wholly off and marked it "not in current use".

During one of my enforced absences last year, three of these disused equipment circuits were extended within Unit 1 to supply socket outlets on both sides of a bench and a water heater. While the visible work within Unit 1 seems well done, work at the distribution was poor in the extreme. The "not in use" board had been re-energised using three of the broken MCBs. As mentioned in previous correspondence, there was no leakage protection on these three circuits. A separate meter had been fixed with the enclosing box upside-down, the internal DIN rail had been removed and the meter supported only by its cables. Since the two sides of the bench were on different phases, there was 415 volts reachable across the bench.

The single-phase meter was taken out of the consumer unit installed by Inkpens. The three circuits mentioned above were taken out of the 3-phase board and put into the space released, with RCBOs providing both overload and leakage protection. The whole of Unit 1 was then on

the red phase, eliminating the 415V problem. The meter box was re-fixed the right way up, the DIN rail replaced and the single-phase meter placed within. The previously-condemned 3-phase board was entirely removed for recycling. Finally the whole was tested and found satisfactory.

Health and Safety Oversight While a written health and safety policy is only legally required for organisations with five or more employees, all businesses must conduct risk assessments for the activities carried out on their premises. There has not been a thorough review to ensure that tenants are meeting their obligations in relation to the safety of themselves, other tenants, and members of the public. CCA should provide health and safety training for MJ in her role as trustee with responsibility for health and safety.

Response from Martin:

CCA is a charity which lets premises and has no other business interests. Each tenant understands that he or she carries the entire responsibility for activities within the tenant's premises including insurance, risk assessments, public liability etc. Specifically, If Mj should feel she has inadequate preparation for her responsibility she will say so and/or deal with it herself. In these matters CCA follows, or betters, the standards used at similar premises, notably at The Hirsell.

Tenant Activities and Lease Agreement

Compliance Clause 25 of the tenant agreement with CCA clearly states that tenants must not keep items of a dangerous, flammable, or explosive nature on the premises that could unreasonably increase the risk of fire or be considered hazardous by an insurance company. The complainant was not a trustee at the time the lease was granted to the tenant of Unit 1 in August 2023, and was therefore not involved in the decision to approve the use of the unit as a distillery. Given the clause in the agreement, the complainant was surprised that this was permitted. CCA has a duty to ensure that the tenant holds an up-to-date and adequate risk assessment, and that suitable control measures (e.g., for storage, ventilation, and fire mitigation) are in place to manage the risks associated with the storage of significant volumes of ethanol-based spirit.

These concerns at the extraordinary meeting in March and it was understood that the tenant rep would ask tenants to provide copies of their risk assessments. To date, this has not occurred, and concern remains that neither the tenant nor CCA are fully meeting their obligations.

Response from Martin:

I presume reference is being made specifically to the storage of products containing flammable liquid within Unit 1. When the distillery was first proposed, the Trustees and the Parish Council considered the implications at length. In regard to fire safety, the following facts were considered;

- that the former kitchen is a separate fire compartment with a 1-hour fire rating;
- the storage of flammable products being in bottles not exceeding one litre and
- John Taylor is an experienced professional distiller,

Taking all this into account, the Trustees and Parish Council concluded that the fire risk was not unreasonable.

As regards the risk assessments; according to the minutes of the March 4th meeting, item 2(a) Mark offered to provide those documents for tenants to complete but has not done so. These have now been provided by Elizabeth and some responses have been received.

Legionella Risk Assessment

There is also concern that a legionella risk assessment has not been completed. At a previous trustee meeting, trustees were advised that the water tanks were disconnected and not in use, and therefore no testing was necessary. However, during last night's meeting it was stated that all units are supplied via the large cold water tank, and a tenant mentioned that this water supply can occasionally run warm – which could increase the risk of legionella growth. This warrants investigation and formal assessment, and there needs to be urgent communication with the tenants about the water supply from the tank.

Response from Martin:

This was one reason why pumped circulation hot water was not reinstated.

I do not know how the complainant became advised at first that all units had direct mains supplies or later that all were supplied from the tank, both statements being false.

Hot water is provided in the toilets by a new small-storage water heater operating at 60°C. Cold water to the toilet area remains for the time being on a tank supply, so a mains drinking water tap is provided.

Water supply to the kitchen, now Unit 1, has always been direct from the mains.

Unit 3 has a cold-water tap believed to be from the tank but the flow is very restricted.

I was informed by the former tenant that Unit 4 had been moved to direct connection.

Units 2, 5 and 6 do not have supplies at all, though Unit 5 will need a supply later.

For the above and other reasons, it is intended to bypass the tank altogether in the near future.

Siting of the kiln in Unit 5, particularly in relation to statutory fire escape requirements. It may also be prudent to confirm with the building's insurance provider that the installation and use of a kiln does not conflict with Clause 25 of the tenancy agreement.

Response from Martin:

When the specification of the kiln and its technical performance are known, appropriate decisions will be made.

Trustees' accountability for potential legal or financial consequences should an incident occur.

Response from Martin:

Cornhill Community Action is a Charitable Incorporated Organisation. "Incorporated" means that the Charity is a legal entity standing between a trustee and any claimant. In the event of a claim against CCA exceeding its resources, the CIO would be wound up. The liability of a trustee is limited to £1.00 in accordance with the founding document.

Martin Devon
June 2025